

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-08-2026 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	27-08-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Chandigarh
विभाग का नाम/Department Name	Home Department Chandigarh
संगठन का नाम/Organisation Name	Home Department
कार्यालय का नाम/Office Name	Chandigarh
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :fpo-chd@nic.in Buyer Email id: storechdut@gmail.com
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Semi-skilled; Graduate; Admin , Manpower Outsourcing Services - Minimum wage - Skilled; Graduate; Non-IT Technical
अनुबंध अवधि /Contract Period	3 Year(s) 1 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	960 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	32060496
Payment Timelines	Payments shall be made to the Seller within 45 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	1603024

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Finance and Planning Officer
Chandigarh Administration Secretariat, Chandigarh
(Finance And Planning Officer)

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

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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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. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

3. 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.

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

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

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work & Job description:[1786707526.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per complied with The Code on Wages Act:[1786959580.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Graduate; Admin (18)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Semi-skilled
Educational Qualification	Graduate
Type of Function	Admin
List of Profiles	Clerk
Specialization	Not applicable
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Chandigarh
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Devender	160009,U.T., SECRETARIAT, GROUND FLOOR, DELUXE BUILDING, SECTOR 9-D, CHANDIGARH	18	• Minimum daily wage (INR) exclusive of GST : 1090.03 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.5 • EPF Admin Charge (INR per day) : 2.5 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 60 • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 36

Manpower Outsourcing Services - Minimum Wage - Skilled; Graduate; Non-IT Technical (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled
Educational Qualification	Graduate
Type of Function	Non-IT Technical
List of Profiles	Law Officer
Specialization	Law
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Chandigarh
एडऑन /Addon(s)	

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

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Devender	160009,U.T., SECRETARIAT, GROUND FLOOR, DELUXE BUILDING, SECTOR 9-D, CHANDIGARH	1	• Minimum daily wage (INR) exclusive of GST : 1340.9 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.5 • EPF Admin Charge (INR per day) : 2.5 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 0 • Provident Fund (INR per day) : 60 • Number of working days in a month : 30 • Tenure/ Duration of Employment (in months) : 36

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

1. Generic

OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. 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.

3. **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.

4. **Service & Support**

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

5. **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.

6. **Payment**

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

7. **Past Project Experience**

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

8. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

Finance and Planning Officer, Chandigarh Administration Secretariat

. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

9. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

Finance and Planning Officer, Chandigarh Administration Secretariat

payable at
Chandigarh

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy

to the Buyer within 5 days of Bid End date / Bid Opening date.

10. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker's Cheque in favour of

Finance and Planning Officer, Chandigarh Administration Secretariat
payable at
Chandigarh

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

11. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Finance and Planning Officer, Chandigarh Administration Secretariat
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

The following Additional Terms and Conditions of the contract have been prepared as under : -

1. **Supply of Manpower** : - The tender will be for hiring 18 clerks and 01 (one) Law Officer (on outsource).
2. **Period of contract**: The period of contract will be for Three (03) Years w.e.f. 01.10.2026 or from the date of commencement of contract, whichever is later.
3. The buyer can increase or decrease the contract quantity or contract duration upto 50 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased upto 50 percent. Bidders are bound to accept the revised quantity or duration.
4. **EMD**: The bidder is required to submit the EMD amounting to Rs. **16,03,024/-** (approx. 5% of the total value of contract) in favour of Finance & Planning Officer, Chandigarh Administration Secretariat, U.T., Chandigarh through (i) Fixed Deposit Receipt or (ii) Account Payee Demand Draft or (iii) Banker's Cheque. Bidder has to upload scanned copy / proof of the EMD with bid and has to ensure delivery of hardcopy of EMD to the Buyer within 5 days of Bid End date / Bid Opening date.
5. Bidder can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Finance and Planning Officer, Chandigarh Administration Account No. 10847967072 IFSC Code SBIN0000628 Bank Name STATE BANK OF INDIA Branch address MAIN BRANCH, SECTOR 17, CHANDIGARH. Bidder to indicate bid number and name of bidding entity in the

e transaction details filled at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

6. Latest (2026-27) MSME Certificate including detail of services/code will be required for claiming the benefit under MSME Act.
7. **Performance Security:** The contractor shall be required to deposit performance security equivalent to 5% of the value of contract i.e. Rs. 16,03,024/-. Performance Security shall be furnished in the form of Fixed Deposit Receipt in favour of Finance & Planning Officer, Chandigarh Administration Secretariat, U.T., Chandigarh payable at Chandigarh. After award of contract, successful bidder can upload scanned copy of the FDR in place of PBG and has to ensure hard copy of FDR submitted to the buyer within 7 days of award of contract. The performance security will be refunded to the Contractor after 90 days of the successful completion of the contract and after deducting any amount payable by the said contractor to the department or for damage or loss caused by the contractor to the department or any Govt. dues such as EPF/ESIC/Service Tax etc. No interest shall be payable on the security deposit.
8. **Revocation of Security:** The Chandigarh Administration Secretariat, U.T., Chandigarh shall have absolute rights and power for the forfeiture of performance security in case of termination of contract on account of breach of any clause of this contract and no claim whatsoever on this ground shall be entertained.
9. The Technical Bid will not be evaluated of the participant/bidder who will not attach the required Self-attested documents.
10. The average minimum Annual Financial Turnover i.e. Rs. 9,61,81,488/- will be required for last three financial years (2023-2024, 2024-2025 & 2025-2026). Documents for the same duly attested/signed by the Chartered Accountant should be uploaded.
11. The bidder must have minimum experience of 3 years ending month of March prior to bid opening (i.e. 2023-2024, 2024-2025 & 2025-2026) in the field of providing manpower. However, the work order and completion of work orders copy should be supplied by the agency showing that the agency having 03 years' experience in the same field.
12. **Supervisory Control:** The persons so supplied shall be under the overall control and supervision of the Contractor. The Contractor shall take all reasonable precautions to prevent any unlawful act or disorderly conduct of his employees so deployed and for the preservation of peace and protection of persons and property of the Chandigarh Administration Secretariat, U.T., Chandigarh.
13. **Surprise Check:** The Additional Secretary Establishment, Chandigarh Administration, U.T., Chandigarh, or any other officer so authorized shall be at liberty to carry out any surprise check on the working of the persons so supplied by the contractor's firm in order to ensure that they are doing their duties properly. In case, any person so supplied by the contractor does not come up to the mark or perform his duties properly or indulges in any unlawful

wful act or disorderly conduct, the contractor will take suitable action against such employees. In case of any complaint/defect is pointed out, the contractor will immediately replace the particular person so deployed.

14. **Identification:** For the purpose of proper identification of the contractor's employees, the contractor will issue them the identity cards at the contractor's own cost and they shall be duty bound to display the identity cards at the time of duty. The Contractor shall give the list of the employees engaged by him to the Additional Secretary Establishment, Chandigarh Administration, U.T., Chandigarh, along-with their Names, Father's Name & addresses, date of birth, bank account detail, photographs and EPF/ESIC number (hardcopies and softcopies).
15. **Relationship between the employer and staff:** The persons deployed by the contractor for the work shall be the contractor's employees for all intents and purposes and in no case, there shall be any relationship of employer and employees between the said persons and the department on account of such employment of said person.
16. **Payment of wages:** The contractor shall ensure that all the employees get wages as per D.C. Rates as fixed by the Deputy Commissioner, U.T., Chandigarh from time to time or as conveyed by the department. The contractor shall ensure that the wages etc. paid to its employees so deployed are in conformity with the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and the rules made there under. The contractor will collect the attendance/muster-rolls of all workers engaged from the respective supervisory staff/dealing hand by the 1st working day of the each month. The wages, in full, shall be disbursed on or before 7th of each month by the contractor from his own resources failing which action will be taken against the contractor as per terms and conditions of the tender/contract. The Chandigarh Administration Secretariat, U.T., Chandigarh shall pay towards wages at D.C. rates as revised from time to time, Employer's Contribution towards EPF/EDLI, ESIC and Service Tax as applicable in addition to administrative charges/contractor's profit share as may be determined on the allotment of contract. The Chandigarh Administration Secretariat, U.T., Chandigarh will not be responsible/liable for any other payments.
17. **EPF/ESIC/Minimum Wages:** The contractor shall be responsible for fulfilling all his obligations towards the persons deployed under law, namely, under the Minimum Wages Act, EPF/EDLI, ESIC Act, as applicable and amended from time to time. The contractor shall be responsible for deposit of employees and Principal employer's share of statutory contribution towards ESIC/EPF/EDLI with the concerned department/authorities at his own level before the stipulated date as per Act and maintain such record as per rules. The contractor will be required to submit a separate challan/abstract/statement of the amount deposited on payment of EPF and ESI of all the workers employed in the Chandigarh Administration Secretariat, U.T., Chandigarh and statement showing the name of workers along with their father's name, their EPF/ESIC number on monthly basis, failing which the payment of the following month will be withheld. The contractor is required to make sure that all his eligible workers are issued with ESIC Cards. The contractor shall be responsible to ensure issue of Annual Statement containing Balance as on 31st

t March every year in respect of employers' and employees' contribution to its employees. Such annual statements are issued by the Regional Provident Fund Commissioner.

18. An undertaking in the shape of notarized affidavit (on 100/- stamp paper) by the participating bidder regarding non-default in depositing the statutory contributions such as EPF, ESI, GST in last three years.
19. **Service Tax/Any other Tax/GST:** Service tax (if applicable) or any other tax (except Income Tax) payment of which is the liability of the principal employer, as applicable on the date of submission of tender, shall not be included in the rate quoted by the bidder.
20. **T.D.S.:** Income tax shall be deducted from the total monthly bills of the contractor at source at the rates as applicable from time to time, in accordance with the instructions/rules applicable in this regard. The TDS will be payable on the full amount of the bill i.e. minimum wages + EPF + ESIC + EDLI + contractor's administrative charges.
21. The bidder is required to upload the valid Labour License issued by the Local U.T., Govt. along with copy of EPF, ESI & GST No.
22. In pursuance of memo No. LD/C-I/2024/1188 dated 06.05.2024 issued by Labour Commissioner, UT Chandigarh, the successful bidder shall obtain license from the Labour Department, UT Chandigarh within a period of 30 days from the date of commencement of work.
23. The Bidder will also submit the certificate of registration with Labour Deptt., U.T., Chandigarh with details of numbers of sufficient eligible candidates in relevant category as per tender.
24. **Other mandatory responsibilities of the Contractor:** It is obligatory on the part of the Contractor to fulfill his commitments towards employees deployed by him under the various Labour Laws. The Contractor shall comply with or cause to be complied with the Contract Labour Regulations made from time to time. Any obligation and/or formalities which are required to be fulfilled under the Contract Labour (Regulation & Abolition) Act, 1970 as amended from time to time or any other Act for the purpose of entering into and/or execution of this contract shall be carried out by the Contractor at his own cost and the Contractor shall report the compliance thereof to the Additional Secretary Establishment, Chandigarh Administration Secretariat, U.T., Chandigarh. The Contractor shall issue employment cards containing terms and conditions of appointment to its employees to be deployed in the Chandigarh Administration Secretariat, U.T., Chandigarh.
25. **Bidder financial standing and non-blacklisted:** The bidder should not be under liquidation, Court Receivership or similar proceedings and should not be bankrupt and should not be blacklisted/debarred by any Centre Govt./State Govt./PSU/University/ Educational Institution/ Organization/ On Court of Law or by CVC due to any reasons. That Service Provider will also furnish an undertaking that no criminal/civil legal or criminal proceeding has ever been registered or pending against the bidder. Bidder shall upload affidavit (on 100/- stamp paper) duly attested by the Notary/Executive Magistrate

e with date to this effect with bid not older than one month before opening date of the bid and undertaking to this effect with the bid in the below mentioned format on the letter head of the company/ firm.

TO WHOM IT MAY CONCERN

It is certified that the firm / company namely _____ has not been under liquidation / court receivership or similar proceedings and is not bankrupt and is not blacklisted /debarred by any court of law / department of Central/ State Government/ State Govt / PSU / Public Listed companies due to any reason as on date.

Place: _____

Signature of Authorized Signatory

Date: __/__/____

Name: _____

Designation _____

Seal: _____ "

- 26.The vendor should have the database of 05 times eligible candidates in relevant category / post mentioned in tender and will provide necessary undertaking to the buyer department.
- 27.The manpower provided by the previous service provider namely M/s Mohini Security Agencies shall be given priority by the department subject to the condition that they will have to fulfill the eligibility criteria as prescribed by the Chandigarh Administration Secretariat and will have to pass the English Typing Test at the speed of 35 words per minute on Computer, conducted by the buyer department.
- 28.In case of any replacement/ new requirement of manpower, a panel of at least 04 eligible candidates against 01 post will be sent by the successful firm along with requisite documents for making selection.
- 29.The department will be at liberty to conduct the English typing test at the speed of 35 words per minute on Computer of the candidates sponsored by the successful bidder for the post of Clerks.
- 30.The Law Officer should be Graduate in Law Degree and will be deployed in the Central Agency Section, Hon'ble Supreme Court of India, New Delhi.
- 31.An office of Service Provider must be located in the Tricity (Chandigarh, Mohali and Panchkula). DOCUMENTARY EVIDENCE MUST BE SUBMITTED during the bid.
- 32.The Service provider will submit the relevant certificate of GST department under manpower category.
- 33.Liability of the Contractor to indemnify: The successful Contractor shall keep the department indemnified through an indemnity bond against any loss caused to the department property by way of theft, mishandling or otherwise.

se and the claims whatsoever in respect of the employees deployed the Contractor. The Indemnity Bond should be submitted within 10 days from awarding of contract.

- 34.**Transfer of liabilities:** In the event of exigencies arising due to the death, infirmity, insolvency of the contractor or for any other reasons or circumstances, liabilities of the contract shall be borne by the Legal heirs in case of sole proprietor on such terms and conditions.
- 35.**Force Majeure:** Any failure or omission or commission to carry out provision of this agreement by the service provider shall not give rise to any claim by one party against the other, if such failure or omission or commission arise from an Act of God; which shall include all Acts of natural calamities such as fire, flood, earthquake, hurricane, or any pestilence or from civil strikes, compliance with any statute and/or regulation of the Government, lock outs and strikes, riots, curfew, embargoes or from any political or other reason beyond the parties control including war (whether declared or not), civil war or stage of insurrection, provided that notice of the occurrence of any event by either party to the other shall be given within two week from the date of occurrence of such any event which could be attributed to force majeure condition.
- 36.**Subletting:** The contractor shall not be allowed to sublet the contract in any circumstances. The subletting of contract will amount to violation of agreement.
- 37.**Jurisdiction:** In case of any dispute, the Courts at Chandigarh alone shall have the jurisdiction for the purpose of this agreement.
- 38.**Arbitration:** In the event of any dispute and difference arising out of or in any way touching on concerning this contract, the matter whatsoever shall be referred to the sole Arbitrator i.e. Secretary Establishment, Chandigarh Administration Secretariat, U.T., Chandigarh or any other officer authorized by him, whose decision shall be binding on both the parties. The Arbitration and Conciliation Act, 1996 shall apply to the arbitration proceedings. The venue of arbitration shall be only at Chandigarh, U.T. (India). The contractor shall not object that the Arbitrator i.e. Secretary Establishment, Chandigarh Administration Secretariat, U.T., Chandigarh or any other officer authorized by him may have dealt with the subject matter earlier in his official capacity. The expression "Secretary Establishment, Chandigarh Administration Secretariat, U.T., Chandigarh shall mean and include an acting /officiating Secretary Establishment, Chandigarh Administration Secretariat, U.T., Chandigarh." Subject as afore-said, the Arbitration and Conciliation Act, 1996 and the rules framed there under and any modification thereof for the time being in force shall be deemed to apply to the Arbitrator proceedings under this clause.
39. Any other terms and conditions to be issued by the buyer department any time.
40. All above terms and conditions must be signed by the bidder in their respective letter head of the firm.

41. The successful agency is required to execute contract agreement with the department for the performance of tender terms and conditions.
42. **Termination of the contract:** The contract may be terminated in the event of occurrence of any of the following contingencies:
- (i) Without any prior notice on the expiry of the contract period.
 - (ii) By giving 3 months' notice in case:
 - 1. The contractor assigns the contract or any part thereof to any other person by subletting the whole or a part of the contract.
 - 2. The contractor is declared insolvent by any court of law. However, the service provider will continue to provide the services till such time as the new contract is operational.
 - 3. **Black-listing:** The Additional Secretary Establishment, Chandigarh Administration Secretariat, U.T., Chandigarh shall be the Competent Authority for black-listing. The Blacklisting clause as per Chandigarh Administration Notification 2009 and its subsequent amendments from time to time shall be binding on the Service provider.
 - 4. Any violation of STC/ATC/SLA will be reported to the GeM by reporting an incident and action will be taken accordingly.
 - 5. In case of Termination of contract based on the penalties exceeding the limits in the Clauses of the STC, the service provider will continue to provide the services till contract is awarded and services initiated by another service provider. The act of Contractor not disbursing the minimum wages timely and or discounting/evading payment would lead to termination of the contract along with forfeiture of the performance guarantee and blacklisting as per Chandigarh Administration Policy 2009 will also be initiated.
 - 6. Further, the above clauses are absolute and binding on the service provider that there shall be no flexibility/relaxation allowed and failing which the contract will be terminated as per terms and conditions, apart from the forfeiture of security/performance Bank Guarantee and blacklisting as per Chandigarh Administration Policy 2009 and the CVC guidelines as well as instructions issued by the Chandigarh Administration from time to time will be made applicable.
 - 7. The contractor consistently provides unsatisfactory services.

‘Provided that during the notice period for termination of the contract, the contractor shall continue to provide the services as before till the expiry of notice period.’

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or

notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

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

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

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---