

**(ADDITIONAL TERMS AND CONDITIONS)****OUTSOURCING OF SERVICES FOR WATER SUPPLY INSTALLATIONS 'U' AREA**  
**UNDER AGE E/M OF GE SUKNA****CONTENTS**

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\* Not enclosed alongwith tender documents, which can be seen in the office of CWE Bengdubi during working hours on any working day.

Signature of Contractor  
Dated:

AGE (Contracts)  
for Accepting Officer

Tele: 0353 2573027

Garrison Engineer Sukna  
Post: Simulbari – 734 009  
Dist: Darjeeling (WB)

8625 / 11 / E8

23 Nov 2023

M/s \_\_\_\_\_

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**TERMS AND CONDITIONS (NOTICE OF TENDER)**  
**(GEM ID: GEM/2023/B/4246400)**

**NAME OF WORK: OUTSOURCING OF SERVICES FOR WATER SUPPLY**  
**INSTALLATIONS 'U' AREA UNDER AGE E/M OF GE SUKNA**

1. **ESTIMATED COST :- 37.33 Lakhs**
2. **The work shall be executed and monitored by GE SUKNA. All payments under this Contract Agreement shall be made by GE SUKNA**
3. **GARRISON ENGINEER SUKNA (GE SUKNA) is the Primary Buyer as well as contract Accepting Officer for all purposes under GeM General Terms and Conditions.**
4. **The services shall be provided for Sukna Mil Stn premises. The period of completion for the entire work under this contract shall be 11 (Eleven) Months from the date of commencement of work as per Work Order No 1 to be issued by GESukna.**
5. **This Terms & Conditions shall form part of Contract Agreement.**

6. **Eligibility Criteria**

**(A) For bidders enlisted with MES:-**

(a) All bidders enlisted with MES in **Class 'D'** and above having **Category d (v)** may bid for subject tender subject to satisfactory remarks wrt performance in respect of works in hand as reflected in WLR or any other report circulated by Competent Authority.

(b) **The contractor must have successfully completed at least one work of similar services of 80% of estimated cost or two works of 50% of estimated cost or three works of 40% of estimated cost within last 07(Seven) years in Central / State Government / Central / State PSUs / AWHO / AFNHB/ CGEWHO / DGMAP.**

(c) **Bidders have to upload self-attested copies of following documents in support of their eligibility for the subject tender:-**

- (i) Application on firm's letter head.
- (ii) Copy of Enlistment Letter in MES duly renewed by the Registering Authority.
- (iii) Copy of ESI Registration Certificate.
- (iv) Copy of EPF Registration Certificate.

- (v) Copy of GST Registration Certificate.

**(B) FOR BIDDERS NOT ENLISTED WITH MES:-**

- (a) **The contractor must have successfully completed at least one work of similar services of 80% of estimated cost or two works of 50% of estimated cost or three works of 40% of estimated cost within last 07(Seven) years with Central/ State Government/ Central/ State PSUs/ AWHO/ AFNHB/ CGEWHO/ DGMAP.**
- (b) **Average Annual Turnover for consecutive three financial years shall not be less than 25.00 Lakhs.**
- (c) **Bidders have to upload self-attested copies of following for Technical Evaluation. In absence of these his quoted bid shall be liable for rejection:-**
- (i) Application on firm's letter head.
  - (ii) Copy of Completion certificate of the successfully completed services in support of past experience of similar services during last 03(Three) years.
  - (iii) Copy of annual turnover certificate bearing UDIN (Unique Document Identification Number) from Chartered Accountant for last three financial years.
  - (iv) Working Capital Certificate from Nationalized Bank.
  - (v) Solvency Certificate from Nationalized Bank.
  - (vi) Affidavit for constitution of firm.
  - (vii) Affidavit for no near relative employed as Gazetted/ Commissioned Officer/ Junior Engineer in MES/ Corps of Engineer/ MoD.
  - (viii) Affidavit for no Govt dues/ recovery outstanding against the firm.
  - (ix) Affidavit giving brief detail of arbitration/ litigation cases the firm was involved in.
  - (x) Affidavit for firm not been blacklisted in any Govt Dept.
  - (xi) Copy of GST Registration Certificate.
  - (xii) Copy of EPF Registration Certificate.
  - (xiii) Copy of ESIC Registration Certificate.
  - (xiv) Contractors not enlisted with MES will be required to upload copy of Police verification/Police clearance certificate of Proprietor in case of Proprietorship firm and of each Partner in case of Partnership firm from police authority of the area where registered office of the firm is located/ notarized. Alternatively, a copy of valid passport of proprietor, each partner or each director, may be uploaded as applicable.

**NOTES:-**

- (a). In case after opening of Cover-1, the number of MES enlisted contractors of eligible class as well as eligible un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT is less than 7 (Seven), applications in respect of MES contractors of one class below the eligible class shall also be considered subject to fulfillment of other eligibility criteria given in the NIT. Therefore MES contractor's one class below may also bid for this tender. Such contractors shall not be considered in case their present residual work in hand is more than FIVE TIMES their present tendering limit. However in case such contractors fulfil the criteria of upgradation to the stipulated eligible class based on past experience of completed works (individual work experience and/or average annual turnover, as applicable) and financial soundness (solvency/ financial soundness and working capital), the ceiling of present residual work will not apply and they will be considered for issue of tender. Such bidders shall upload in their Cover-1 bid details related to residual work in hand like details of works in hand showing names of work, names of Accepting Officers, Contract amounts, dates of commencement and completion (stipulated) and progress as on bid submission date. Such contractors, if claim to fulfill the criteria of upgradation shall also upload the requisite information/ documents in support of upgradation. These details shall be verified by the Tender Issuing Authority from concerned formations in case bids of such contractors are considered for evaluation.
- (b) In case after opening of Cover-1, the number of MES enlisted contractors of eligible class as well as un-enlisted contractors, if any, fulfilling the other eligibility criteria given in NIT, are 7 (Seven) or more, applications of only those one class below the eligible class bidders shall be considered, who have previously completed similar works satisfactorily and are meeting the criteria of upgradation in respect of past experience of completed works(individual workexperience and/or average annual turnover as applicable) and financial soundness (solvency/financial soundness and working capital) as per details given in Manual on Contracts. Therefore such contractors shall upload the requisite information/documents in the Cover-1.
- (c). Unenlisted contractor shall be considered provided he meets the eligibility criteria. Foreign firms shall not be eligible for this tender. However Indian Firms having foreign national/ Indian nationals staying abroad/ Indian national having taken foreign citizenship, as director(s) shallbeconsidered subject to security clearance from the concerned authorities.
- (d) Tender to related firms shall not be issued simultaneously. Firms shall be termed as related if Proprietor/ one or more Partners/ Directors are common. Decision of Accepting Officer on issue /deny the tender to any one of the related firms shall be final and binding.
7. **Submission of EPF/UAN (Universal Account Number) of each workmen deployed by the contractor under this contract is mandatory.**
8. **LICENCE:** The contractor will be required to submit copy of valid labour license from LabourCommissioner or proof of applying for obtaining labourlicense, if applicable within 15 days of commencement of work. If the contractor fails to submit the same within this stipulated period, the contract shall be liable to cancelled and the Performance Security of the firm shall be forfeited accordingly.
9. Contractors will not be allowed to execute the work by subletting or through power of attorney to a third party / another firm on his behalf. However, a contractor can execute the work through power of attorney to sons/ daughters/ spouse of Proprietor/ Partner / Director and firms own employees, director, project manager provided they

are not having a separate enlisted firm in MES in their name as Proprietor/Partner/Director.

10. **REVOCATION REVISION OF OFFER UPWARDI OFFERING VOLUNTARY REDUCTION, AFTER OPENING OF COVER-2:-**

- 11.1 Revoking the offer or revising his rates upward/ offering voluntary reduction by the lowest tenderer, after opening of Cover 2, shall be considered as a willful default. For this default a penalty of an amount equal to earnest money shall be levied. In case of MES enlisted Contractors/un-enlisted contractors, the amount equal to the Earnest Money shall be notified to the tenderer/bidder for depositing the amount through MRO and consideration of such tenderer(including his related/sister concern, if any) in tender evaluation for future works shall remain suspended till the aforementioned amount is deposited in the Govt Treasury. No other disciplinary/ administrative action shall be taken against such tenderer. In such a situation, the next lowest offer shall not be considered for acceptance. Instead, retendering shall be resorted to in a transparent and fair manner and the defaulting contractor and his related/sister firm if any, shall not be eligible for this tender in second call or subsequent calls. Further, it is clarified that in addition to the ibid provision, the provisions for "Bid Securing Declaration" as stipulated in these tender documents shall also be applicable.

12. **UNIT RATE :-**

12.1 The provision of statutory laws relating to Minimum Wages Act including social security such as Bonus, EPF and ESI including all taxes such as Labour Cess, GST etc. shall be strictly adhered by the Contractor and the quoted rate shall deemed to include these factors. Following rates of minimum wages, statutory provision and contractor profit & overhead charges shall be deemed to have been considered:-

- (i) Minimum Wages:- As per as latest notification issued by Government of India/State Government/ Local body whichever is higher as on bid submission end date.
- (ii) ESI (Insurance cover)@3.25% on minimum wage of Ser No (i). In case monthly pay exceeds Rupees Twenty one thousand (Rs 21,000/-). ESI Contribution shall be exempted as per **EMPLOYEE'S STATE INSURANCE ACT 1948**.
- (iii) Employees Provident Fund @ 12.00% on minimum wage of SerNo (i). In case monthly pay exceeds Rupees Fifteen Thousand (Rs15,000/-). EPF Contribution shall be limited to the amounts payable on monthly pay of Rupees Fifteen Thousand (Rs 15,000/-) only as per **EMPLOYEES PROVIDENT FUND & MISCELLANEOUS PROVISIONS (EPF & MO) ACT- 1952**
- (iv) Bonus @ 8.33% on minimum wages of SerNo (i). In case monthly pay more than Rupees Twenty one thousand (Rs 21,000/-). Payment of bonus is exempted as per **Payment of Bonus Act 1965**
- (v) Labour cess @ 1% on total amount of Ser No (i) to (iv).
- (vi) GST as applicable.
- (vii) The bidder shall have to be considered their profit & overhead charge on above provision. The minor charges like Employee Link Deposit Insurance (ELDI) and EPF admin charges shall be deemed to be included in Contractor's overhead and profit.

**Note:-**

(a) In case service to be provided including Sundays & Holidays the monthly remunerations shall be worked out based on 30 Days working period per month. In that case EPF shall be calculated for 30 days.

(b) In case service to be provided excluding Sundays & Holidays the monthly remunerations shall be worked out based on 26 Days working period per month.

### 13. **MINIMUM WAGES PAYABLE**

(a) The Notification of "Schedule of Minimum Fair Wages" as published vide Govt. of India of S.O 186(E) date 19 Jan 2017 (revised upto date) and subsequently amended/ order of notification forms part of the tender documents. The contractor shall not pay wages lower than minimum wages for labour as fixed by the Govt. of India/State Govt. under Minimum Wages Act of Contract Labour (Abolition and Regulation Act), whichever is higher.

(b) The contractor shall have no claim whatsoever, if on account of local factors and or regulations, he is required to pay the wages in excess of minimum wages as described above during the execution of work.

### 14. **TAXES**

14.1. **GOODS AND SERVICE TAX (GST):-**For the assets created or services provided under this contract Goods and Service Tax (GST) shall be applicable as per GOI notification. Rate of GST shall be applicable as per scope of works to be related to GST rate notification. The tenderers should keep in mind while quoting their offer. This provision shall supersede all other provisions mentioned elsewhere in the tender documents.

14.2. The contractor's quotation shall be deemed to include GST in the rates quoted against items of outsourcing as well as items of repairs/comprehensive maintenance, labour welfare cess, Seigniorage for mining tax, if not included in GST.

14.3. Any other taxes, not brought out above but are applicable as on date of submission of tender, shall be deemed to be included in the tender.

14.4. The increase / decrease in any taxes / duties, statutory after bid submission end date of subject tender and during the execution of the works shall be adjusted as provided in relevant clause of Special conditions herein after. The various taxes mentioned in tender document, shall be deemed to be amended as applicable as on bid submission end date of subject tender as mention on web site.

14.5. Tax deduction at source (TDS) at rate of 2% on contracts shall be deducted at source, on payments made to the contractor as specified in the GST Act.

### 15. **STATUTORY PROVISIONS:**

15.1. All statutory provisions such as **THE CODE ON WAGES Act 2019** ,The Employees Provident Funds & Miscellaneous Provisions(EPF & MP ) Act 1952, Employees' State Insurance (Central) Rules, 1950, The Building and other Construction Workers Welfare Cess Act 1996, Payment of Bonus Act 1965 shall be strictly complied during currency of works. The tenderers should keep in mind above aspects while quoting their offer.

15.2. **EMPLOYEES PROVIDENT FUND & MISCELLANEOUS PROVISIONS (EPF & MO) ACT- 1952 -REG .:-**The contractor shall be responsible for compliance of all statutory provisions relating to Provident Fund and Employee State Insurance rules/regulations framed by Govt time to time by Govt in respect of the persons employed by them. EPF account shall be opened for each employee and the required amount shall be

deposited in their account all as per existing Contract Labour Regulations Act and as per the Central Government rules.

- 15.3. **EMPLOYEES' STATE INSURANCE ACT 1948:-**The contractor shall be responsible for compliance of all statutory provisions relating to Employee State Insurance rules/regulations framed by Govt. including amendment in respect of the persons employed by them. ESI account shall be opened for each employee and the required amount shall be deposited in their account all as per existing Contract Labour Regulations Act and as per the Central Government rules.
16. The contractor shall have invariably Provident Fund Code Number and also ensure that all the workers deployed by him are enrolled as members of Provident Fund and should be given the Universal Account Number (UAN). While clearing the bills of the contractor, certificate be obtained that all workers employing directly or indirectly by him are registered for EPF and the due contribution have been credited into their account. If contractor fails to deposit EPF/ESI contribution on behalf of workers & employees, the same shall be retained from their due payment till deposit the same with concerned Deptt.
- 16.1. **All the payment to the employee shall be made through Bank Account of each employee by the Contractor/ Service Provider as per latest instruction of MOD.**

17. **PERFORMANCE SECURITY**

On acceptance of the tender, the Contractor is required to deposit Performance Security for an amount equivalent to 5% of the contract sum in the form of FDR or BGB in favor of the Accepting Officer from any of the Scheduled Indian Bank within 28 days of receipt of letter of Acceptance. Work Order shall be placed to the contractor after submission of Performance Guarantee of stipulated value by the contractor, failing which action as per condition 19.3 of IAFW-2249 shall be taken. The FDR for the Performance Security shall be valid till the stipulated date of the defects liability period and the BGB for the Performance Security shall be initially valid up to the stipulated date of expiry of defects liability period plus minimum 60 days beyond that. In case the Final Bill is not paid during this Guarantee Period, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time required for payment of the Final Bill

18. INSPECTION OF THE WORKS (DEFECTS LIABILITY PERIOD)(Refer Condition 46 of IAFW – 2249 (General Conditions of Contracts)):

The **Defects liability period for the scope of work(s) covered under the contract is ONE CALENDAR** months.

19. **DISCREPANCY IF ANY, IN THE CONTRACT DOCUMENTS.** In case of discrepancy between Terms and Conditions of GeM and Additional Terms & Condition will take precedence, if any varying or conflicting provisions made in any part of Contract the Accepting Officer shall be the Sole deciding authority with regard to intention of the document and his decision shall be final and binding.

Signature of Contractor  
Dated:

AGE (Contracts)  
for Accepting Officer