

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-06-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-06-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Agriculture And Farmers Welfare
Department Name/विभाग का नाम	Department Of Agricultural Research And Education (dare)
Organisation Name/संगठन का नाम	Indian Council Of Agricultural Research (icar)
Office Name/कार्यालय का नाम	Icar-nihsad, Bhopal
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Healthcare; Lab. Technician , Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Administrative Operator or Office Assistant or Executive Assistant , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Admin; Administrative Operator or Office Assistant or Executive Assistant , Manpower Outsourcing Services - Minimum wage - Unskilled; Admin; Office Helper
Contract Period/अनुबंध अवधि	1 Year(s) 1 Day(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/वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण	
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	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),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	9912588
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है</b>	Yes

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
-------------------	----

**ePBG Detail/ईपीबीजी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	18

(a). 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 :**  
 Technical Officer  
 ICAR-NIHSD, Bhopal, Department of Agricultural Research and Education (DARE), Indian Council of Agricultural Research (ICAR), Ministry of Agriculture and Farmers Welfare  
 (Sunil Somkuwar)

**Splitting/विभाजन**

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

**MII Compliance/एमआईआई अनुपालन**

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

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. 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.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. 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.
5. 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.
6. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

**Excel Upload Required/एक्सेल में अपलोड किए जाने की आवश्यकता :**

Excel Format for Financial bid - [1683713237.xlsx](#)

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा**

**Geographic Presence: Office registration certificate:**Madhya Pradesh

**Scope of work & Job description:**[1683545487.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1683893873.pdf](#)

## Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; Healthcare; Lab. Technician ( 2 )

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Skill Category	Highly-Skilled
Type of Function	Healthcare
List of Profiles	Lab. Technician
Educational Qualification	Graduate
Specialization	Science
Post Graduation	Optional
Specialization for PG	Science
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	

### 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
----------------	---	-------------	---------------------------------	--

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Kalaiyarasu Semmannan	462022, ICAR-NIHSAD, Anand Nagar, Kokta Road	2	<ul style="list-style-type: none"> <li>Bonus (INR per day) : 0</li> <li>EDLI (INR per day) : 0</li> <li>EPF Admin Charge (INR per day) : 0</li> <li>Minimum daily wage (INR) exclusive of GST : 574</li> <li>Optional Allowances 1 (INR per day) : 0</li> <li>Optional Allowances 2 (INR per day) : 0</li> <li>Optional Allowances 3 (INR per day) : 0</li> <li>ESI (INR per day) : 18.65</li> <li>Number of working days in a month : 26</li> <li>Provident Fund (INR per day) : 74.62</li> <li>Tenure/ Duration of Employment (in months) : 26</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Administrative Operator Or Office Assistant Or Executive Assistant ( 18 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Admin
List of Profiles	Administrative Operator or Office Assistant or Executive Assistant
Educational Qualification	Graduate
Specialization	Any Graduate
Post Graduation	Optional
Specialization for PG	Optional
Experience	0 to 3 Years
State	NA

Specification	Values
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	

#### 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	Kalaiyarasu Semmannan	462022, ICAR-NIHSAD, Anand Nagar, Kokta Road	18	<ul style="list-style-type: none"> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Minimum daily wage (INR) exclusive of GST : 513</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 66.69</li> <li>• ESI (INR per day) : 16.67</li> <li>• Tenure/ Duration of Employment (in months) : 26</li> </ul>

#### Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Admin; Administrative Operator Or Office Assistant Or Executive Assistant ( 25 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Skill Category	Semi-skilled
Type of Function	Admin
List of Profiles	Administrative Operator or Office Assistant or Executive Assistant
Educational Qualification	High School
Specialization	Not Required
Post Graduation	Optional
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	

#### 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
----------------	---	-------------	---------------------------------	--

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Kalaiyarasu Semmannan	462022, ICAR-NIHSAD, Anand Nagar, Kokta Road	25	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 472</li> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 61.36</li> <li>• ESI (INR per day) : 15.34</li> <li>• Tenure/ Duration of Employment (in months) : 26</li> </ul>

## Manpower Outsourcing Services - Minimum Wage - Unskilled; Admin; Office Helper ( 12 )

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Admin
List of Profiles	Office Helper
Educational Qualification	Not Required
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA



Specification	Values
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	

#### 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	Kalaiyarasu Semmannan	462022, ICAR-NIHSAD, Anand Nagar, Kokta Road	12	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 429</li> <li>• Bonus (INR per day) : 0</li> <li>• EDLI (INR per day) : 0</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 0</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• ESI (INR per day) : 13.94</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 55.77</li> <li>• Tenure/ Duration of Employment (in months) : 26</li> </ul>

#### 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. **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.

## 3. **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.

## 4. **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.

## 5. **Buyer Added Bid Specific ATC**

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

## 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**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

ICAR UNIT NIHSAD BHOPAL  
payable at  
BHOPAL

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

## 9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

## **TERMS & CONDITIONS**

Tenders on GeM are hereby invited on behalf of the Director, ICAR-NIHSAD, Bhopal for Work/Job Contract for Providing Services for Assistance in Office/Laboratory/Animal House/specific pathogen free chicken (SPF) unit/Egg. Section/Guest House etc. work at ICAR-National Institute of High Security Animal Diseases (ICAR-NIHSAD), Bhopal for a period of one year on job/work contract basis at ICAR-NIHSAD, Bhopal. ICAR-NIHSAD is a premier institute of India for research on exotic and emerging pathogens of animals. The institute has a BSL-3+ bio-containment laboratory and animal facility with supporting engineering section, amongst others.

1. An amount equivalent to 5% of the total contract value of contract is to be deposited by the selected agency/successful tenderer as Performance Security Deposit in shape of DD/FDR/BG physically in favour of ICAR Unit, NIHSAD, Bhopal alongwith agreement on Judicial Stamp Paper worth Rs. 500/-.
2. No interest on security deposit and earnest money deposit shall be paid by the NIHSAD to the tenderer.
3. The bid validity period should be 180 days from the date of opening of technical bid.
4. The current rates of wages and statutory contributions on person's wages as notified by the Central Govt. (Ministry of Labour and employment, Govt. of India; for the employees employed in Agricultural: Category B city) will be paid and it will be revised and communicated by ICAR-NIHSAD, Bhopal from the dates of statutory revision in wages and statutory contribution from time to time. While the monthly rates of wages etc. will be considered for total value of the contract, the rates for the same shall not be quoted in the financial bid. Hence, the bidder shall quote 'Agency service charges only exclusive of GST. Service charges should be quoted in rupees only, not in percentage. There will not be any increase in the service charges quoted by the firm during the contract period.
5. As per Ministry of Finance, Department of Expenditure New Delhi Letter No. F. 6/1/2023-PPD dated 06.01.2023 endorsed by ICAR Letter No. FIN/22/01/2016-CDN (A&A) dated 22.02.2023 the minimum Service Charges will be 3.85%.
6. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' consideration/service charges shall be treated as unresponsive and will not be considered.

7. Decision of Director, ICAR-NIHSAD shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-NIHSAD. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 196 as amended from time to time.
8. One day weekly rest shall be provided to each worker engaged. A substitute should be provided in case of any manpower absent himself. If substitute is not provided, amount equal to the daily rate of wages, etc. shall be deducted from the bill for the month. Thus, the wages component of monthly bills will be paid on actual attendance basis after appropriate deductions for absence of manpower, if any.
9. If the firm fails to provide a substitute within 3 days, a penalty clause will be imposed, besides deduction of daily wages. Wages component of monthly bills will be paid on actual attendance basis.
10. The Firm will not charge placement charges or any other account from the manpower deployed with NIHSAD from the payment to be made to the outsourced staff as per quoted rates. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at any stage, reports are received that the Contractor/Contracting Firm has charged the manpower on any account.
11. In case of tie in AMC cost, the decision of Competent Authority, NIHSAD, Bhopal will be final for selection of firm to award the AMC.
12. The GST or any other tax which is as per the rules of the Government shall be deducted at source from monthly bills of the successful tenderer, as per rules/instructions made applicable from time to time by government.
13. Decision of Director, ICAR-NIHSAD shall be final for any aspect of the contract and binding on all parties. Disputes arising, if any, on the contract will be settled at Director's level by mutual consultation and in case of failure of settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-NIHSAD. The decision of the sole arbitrator so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliation Act, 196 as amended from time to time.

14. The Director, ICAR-NIHSAD does not pledge itself to accept the lowest or any tenders and also reserve to itself the right of accepting the tenders as a whole or in part keeping in view valid reasons. Conditional tenders will not be accepted.
15. The Director, ICAR-NIHSAD in its capacity as Principal Employer, reserves the right to modify any of the terms and conditions of the contract and at its discretion, in the interest of the job/work.
16. The following documents/vouchers are required to be uploaded with the technical bid : -
  - a. Scanned copy of valid Registration Certificate of the firm.
  - b. Scanned copy of valid License under the Contract Labour (Registration & Abolition) Act, 1970.
  - c. Scanned copies of EPF and ESI Certificate issued by the local Government.
  - d. Scanned copy of numbers of Staff registered under ESI & EPF separately. Documentary proof of vouchers may be attached.
  - e. Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC)/MSME, if applicable.
  - f. Scanned copy of experience certificates for providing Manpower services for assistance in Central Govt./Autonomous bodies/Corporations/State Govt./PSUs/Reputed public organizations for at least 3 years during the last 5 years.
  - g. Scanned copy of turnover statement along with audited balance sheet of the firm issued by the Chartered Accountant to fulfill the requirement of average annual turnover of the firm not less than Rs. 1,00,00,000/- (Rupees One Crore Only) during the last three years.
  - h. Scanned copies of GST registration of the last 3 financial years.
  - i. Scanned copies of PAN Number and IT returns for the last 3 financial years.
  - j. An undertaking as per attached Format duly attested by Notary on a non-judicial stamp paper of value of Rs. 500/- (Rupees Five Hundred Only) regarding their non-blacklisting by any of the Government Departments, Public Sector Undertakings and/or by Central Vigilance commission during the last three years. Original undertaking should be submitted to ICAR-NIHSAD, Bhopal.

Administrative Officer

For and on behalf of the Director  
National Institute of High Security Animal Diseases  
Anand Nagar, Bhopal – 462 022 (M.P.)

## **OTHER TERMS & CONDITIONS**

1. The contract is subject to the condition that the tenderer will comply with all the laws and acts of Central Govt., State Govt. relating to this contract made applicable from time to time.
2. The persons so provided by the agency under this contract will not be the employee of the NIHSAD and there will be no employer-employee relationship between the NIHSAD and the person so engaged by the contractor in the aforesaid services.
3. For this Contract, water and electricity will be provided by the institute. It is presumed that the bidder has assessed all the requirements of manpower/materials/logistics/taxes etc. thoroughly before participating in the tender process and the tender quoted cost is lumpsum in respect of all these items/services and therefore no request for any alteration/hike in the rates once quoted would be entertained within one year from the date of award of tender. None of the other requirements including stationary items would be provided from the institute.
4. The contractor will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time.
5. The contractor shall indemnify and keep indemnified the NIHSAD from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of Director, NIHSAD shall be final and binding on the contractor.
6. The service provider/contractual staff should have adequate literary knowledge to cope up with the smooth operation of work.
7. To have proper coordination in working, the Contractor/Service provider Agency authorities would visit the working areas frequently and contact the concerned In-charge officers/administration for any clarification if required.
8. The contractor must employ adult security staff preferably 21 to 58 years of age group only. Employment of the child labour shall lead to the termination of the Contract.
9. Any change in service provider or contractual worker should be done in consultation with NIHSAD authority. Abrupt and unjustified changes will not be accepted.

10. All the Contractual Services Staff should follow strict attendance and alternative arrangements are to be made by the agency to keep all the work points to be in operation by the substitute if any contractual worker leaves the point.
11. The selected agency shall provide the necessary personnel to NIHSAD as per labour acts prevalent as per GOI or M.P. whichever is applicable. The agency shall employ good and reliable service provider/Contractual persons with good health. In case any of the personnel so provided is not found suitable by the NIHSAD, the NIHSAD shall have the right to ask for his replacement without giving any reason thereof and the agency shall on receipt of a written communication will have to replace such persons immediately.
12. The shift contractual should not leave their points vacant unless and until the reliever comes for shift duties, supervisor will maintain all the registers, which are kept at concerned Section.
13. The contractor shall not sublet the work without prior written permission of the NIHSAD.
14. The contractor or his workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
15. The contractor shall keep a complaint register with his supervisor, and it shall be open to verification by the authorized officer of NIHSAD for the purpose. All complaints should be immediately attended by the Agency.
16. All the contractual workers should maintain discipline, punctual and obedience in the campus. Any misconduct would entail the administration to instruct the contractor to replace the person immediately.
17. Payment to the Contractor will be made on monthly basis. The sequence of payment would be as given below:-
  - A. On receipt of attendance of the contractual staff as prepared by the contractor, the office will verify the same and payment to the contractual staff would be done by the contractor through BANK TRANSFER in their account on or before 7<sup>th</sup> of each month, right from the first month.
  - B. The contractor then shall submit the claims of such payments to the institute alongwith proof of BANK TRANSFER, payment towards EPF, ESI, GST and other statutory payment etc. The mode of payment and challans etc. should be transparent so as to prove their authenticity. In case of quarterly payment such proof shall be submitted in subsequent month.
  - C. Upon verification of records as mentioned above and the attendance of contractual persons, the administration would release the payment via BANK TRANSFER in the account of contractor.



- D. In no case, release of payment should be linked to payment to contractual workers which must be done before 7<sup>th</sup> day of each month.
  - E. Income Tax (TDS) will be deducted from the payments due for the work done as per rule.
  - F. The contractor will have to provide the details of (individual wise) EPF deposit with the concerned department and copy of the detailed list obtained from the EPF department/website should be submitted as a supporting document along with the bill of the succeeding month. Similarly, firm should also provide evidence towards depositing the relevant amount towards ESI with details
  - G. The contractor will have to give revised minimum wages with other statutory liabilities as and when the minimum wages are revised as per the guidelines of the Govt. of India during the contract. Normally, wages are revised during April and October every year. It is expected that the bidder/contractor has taken into account such changes (increase) in the wages and will pay to the labourers/workers such revised wages from the date they become effective. NIHSAD will not pay any extra money to the contractor for such revisions but shall ensure that revised wages are paid to them at stipulated dates.
18. The Institute will not be responsible either to the Contractor or to its workers deployed at this Institute for any medical assistance/injuries/death or any kind of loss occurred to contractual labours.
  19. The Director, NIHSAD reserves the right to reject any or all tenders/quotations in whole or in part without assigning any reason thereof. The decision of Director, NIHSAD shall be final and binding on the Contractor/Agency in respect of clause covered under the contract

#### Liquidated Damage Clauses/Penalty Clause

-

1. In case of deficiency of services, Pro-rata deduction of amount on the services not provided will be made. In addition, 10% penalty may be charged after giving due hearing to the contractors explanation by the Director of the Institute.
2. The firm will not charge placement charges on any other account from the manpower deployed with the NIHSAD from the payment to be made to the outsourced staff as per quoted rates. The contract is liable to be terminated, security deposit forfeited and the Contractor/Firm will be blacklisted if, at any stage, reports are received that the Contractor/Contracting firm has charged the manpower on any account.

3. Any misconduct/misbehavior on the part of the manpower deployed by the agency will not be acceptable and such persons will have to be replaced immediately.
4. If the required number of workers/supervisor are less than the minimum required to carry-out the job as a whole, a penalty of Rs. 500/- Per worker per day will be deducted from the bill.

#### **RISK CLAUSE: -**

The Agreement of the contract can be terminated with two months notice from either side on the technical issues beyond logical solutions. However, in case of Service Provider/Contractor issuing notice on unacceptable grounds, a penalty shall be levied and recovered from the security deposit or pending bills or by raising a separate claim at the sole discretion of the Competent Authority.

#### **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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**