

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-06-2023 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-06-2023 16:30:00
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	Hiring of Sanitation Service - Sweeper; 6; All Areas; All Areas; Daily; 1
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	45 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
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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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-NIHSAD, 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
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Additional Scope of Work and Size of Areas to be Serviced:[1680764358.pdf](#)

Additional Machinery and Cleaning Agent Requirements (If any on a Monthly Basis):[1680764397.pdf](#)

Price Break-up format(If required):[1680764598.pdf](#)

Hiring Of Sanitation Service - Sweeper; 6; All Areas; All Areas; Daily; 1 (11)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Category of Resource	Sweeper
Number Of Working Days in Week	6
Type of Area	All Areas
Area Inclusions	All Areas
Cleaning Cycle	Daily
Cleaning Frequency	1
Cost of consumables/Equipments	Consumables and equipment to be provided by the Service Provider (cost to be included by the service provider in his offered price)

Specification	Values
Machinery and Cleaning Agents	Pre Defined List
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement/अतिरिक्त आवश्यकता
1	Kalaiyarasu Semmannan	462022, ICAR-NIHSAD, Anand Nagar, Kokta Road	11	<ul style="list-style-type: none"> Minimum Wage Per Month Per Resource (Including ESI, PF, ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST : 18487

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

1. 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.

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

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 1 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

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

Terms and Conditions

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 (DD/FDR/BG) physically along with agreement on non-judicial stamp paper worth Rs. 500/-.
2. The current rates of wages and statutory contributions on person's wages as notified and revised from time to time by the Central Govt. (Ministry of Labour and employment, Govt. of India; for the employees employed in Sanitary/Sweeping and Cleaning; Category B city) will be paid other than service charges etc. There will not be any increase in the service charges quoted by the firm during the contract period GST will be paid extra on total actual cost of AMC.
3. One day weekly rest shall be provided to each worker engaged. A substitute should be provided in case of any manpower absents 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.
4. If the firm fails to provide a substitute within 3 days, a penalty clause will be imposed, besides deduction of daily wages.
5. 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.
6. 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%.
7. 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.
8. 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.
9. 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.
10. The Director, ICAR-NIHSAD does not pledge itself to accept the lowest or any tenders and also reserve to itself right of accepting the tenders whole or in part keeping in view valid reasons Conditional tenders will not be accepted.
11. In case of tie in AMC cost, the decision of NIHSAD, Bhopal will be final for selection of firm to award the AMC.
12. The Director, ICAR-NIHSAD in its capacity as Principal Employer, reserves the right to modify any of the terms and conditions of the contract as mentioned in the Schedules I & II of this document, at its discretion, in the interest of the job/work.

The following documents/vouchers are required to be uploaded with the technical bid: -

- i. Scanned copy of Registration Certificate of the firm as per Indian companies Act, 1956 or Indian Partnership Act, 1932.
- ii. Scanned copy of License under the Contract Labour (Registration & Abolition) Act, 1970.
- iii. Scanned copies of EPF and ESI Certificate issued by the local Government.
- iv. Scanned copy of numbers of Staff registered under ESI & EPF.
- v. Scanned copy of valid registration certificate issued by National and Small Industries Corporation (NSIC/MSME), if applicable.
- vi. Scanned copy of 3 years of satisfactory work experience during the last 5 years in the field of providing House Keeping work services in Central Govt./Autonomous bodies/Corporations/State Govt./PSUs/Reputed public organizations.
- vii. Scanned copy of audited balance sheet of the firm to fulfill the requirement of minimum annual turnover of the firm not less than Rs. 45, 00, 000/- (Rupees Forty Five Lakhs Only) during each of the last three years.
- viii. Scanned copies of Income tax and service tax registration certificates/GST registration.
- ix. Scanned copy of audited Balance Sheet of the firm for last 3 financial year by the Chartered Accountant.
- x. Scanned copies of Income tax return and GST return of the firm for the last 3 financial years.

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ADDITIONAL 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 lump sum 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 contractual staff (18-58 years). Employment of child labour shall lead to 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. It is presumed that the Police Verification report of each worker may be done by the firm and submitted as when required.
18. In case of non supply of cleaning materials as agreed upon in the tender document, a proportionate deduction will be made for non supply of cleaning materials at the MRP. Repeated violation of this clause would be viewed seriously and a deduction equivalent to 0.5% of the monthly bill may be deducted from third instance onwards.
19. Payment to the Contractor will be made on monthly basis. The sequence of payment would be as given below:-
 - i. Payment to the contractual staff engaged in the job would be done by the contractor through BANK TRANSFER in their account on or before 7th of each month, right from the first month.
 - ii. The contractor then shall submit the claims of such payments on actual attendance basis to the institute along with proof of BANK TRANSFER, payment towards EPF, ESI, Service Tax 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.
 - iii. 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.
 - iv. In no case, release of payment from this office to contractor should be linked to payment to contractual workers which must be done before 7th day of each month.
 - v. Income Tax (TDS) will be deducted from the payments due for the work done as per rule.
 - vi. The GST challan of previous month may be submitted with the bill along with supporting documents for payment

- vii. 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 documents like Bank transfer statement etc. alongwith the bill of the succeeding month. Similarly, firm should also provide evidence towards depositing the relevant amount towards ESI with details
- viii. The contractor will have to give revised minimum wages with other statutory liabilities as and when the minimum wages are revised during the contract. Normally, wages are revised during April and October every year.
- ix. 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 workers.
- x. 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

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1. In case of deficiency of services, pro-rata deduction of amount on the services not provided will be made. In addition, 10% penalty on total monthly bill would 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. The decision of the Director ICAR-NIHSAD will be final and binding in all matter.

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, the expenses incurring due to such breach shall be recovered from the security deposit or pending bills or by raising a separate claim.

6. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

SCOPE OF WORK

1.	Building & the location of NIHSAD Campus: -		
	There is a requirement of housekeeping and general cleaning work at 11 points of works (unskilled category) simultaneously including buildings and on open campus areas including farm areas wherever needed are engaged by the contractor to attend the scope of works as mentioned below.		
	Total Work Points – 11 (Unskilled) as Shown below: -		
a.	Guest House – (Two Floors) & Surrounding area	-	1
b.	Hostels & Surrounding area	-	
c.	Check Points at Laboratory & Colony Security/Pump House	-	1
d.	Animal Holding and Receiving Sheds	-	1
f.	BSL-2 (Mini) & Tractor Shed		
g.	SPF unit		
h.	EM unit		
i.	Auditorium	-	2
j.	Administrative Block (Two Floors)		
k.	Service Block	-	1
l.	Open Area/Farm Area in both premises (Office and Residential campuses)	-	3
m.	Containment Laboratory (Restricted Area)		
n.	All Roads including the surrounding area of residences in residential campus		
o.	Common Toilets – Out Sides Lab, Restricted Area, Colony Complex etc.	-	1
p.	Monitoring and supervision of cleaning	-	1
	Total No. of Points	-	11
Note	Qualification – Literate with proficiency in the job.		
2.	Services: -		
a.	This is a job/work contract.		

	The selected agency shall provide services for performing the job of maintenance of cleaning services at the NIHSAD Campus. The agency shall employ good and reliable persons with robust health and clean record (duly verified by the police department) preferably age group 18 to 58 years to carry out the services. In case, any of the personnel so engaged by the agency is not found suitable by the NIHSAD, the NIHSAD shall have the right to ask for its replacement without giving any reasons thereof and the agency shall on receipt of a written communication in this regard will have to replace such persons immediately.
b.	The built up and open area in both campuses (Office and residential) of NIHSAD will have to be cleaned/maintained strictly as per the Charter & Schedule of services and Schedule of material to be used as indicated at Annexure.
c.	The Service providing firm/Agency is required to keep the material required for a month in advance after satisfying the authorized officer regarding the quality and quantity of the material. In case of use of insufficient and unsatisfactory material, the NIHSAD reserves the right to supervise the purchase of required material through the designated officials of NIHSAD.
d.	The non-compliance of schedule of services may attract the penalty of deduction of payment worked out on pro-rata basis from the monthly charges for the portion of services completed after schedule time.

DETAILS OF SERVICES

Sr. No.	Details of Services/Supervision	Location	Frequency & Scheduled
1.	Proper and efficient sweeping and cleaning of all the road and adjacent areas within the premises including surroundings of the residences.	Office & Residential Campuses	Six days in a week. (To be completed before 10:00 AM on office working days)
2.	Proper and efficient cleaning of all toilets including floor area, glazed mirrors, sanitary ware and its fittings pipes etc.	All Common & attached toilets	Six days a week
3.	Proper and efficient sweeping, cleaning, mopping, dusting/wiping of all items within the rooms.	Office & Residential Campuses	Six days a week (To be completed before 11:00 AM on office working days)
4.	Proper efficient sweeping, cleaning, mopping of staircase and corridors.	Both Office & Residential Campuses	Six days a week
5.	Proper and complete cleaning and scrubbing of false ceilings, artificial partitions, reception desks and all other accessories like doors, windows panes, grills of iron gates and artificial plants etc.	Both Office & Residential Campuses	Once in a month
6.	Mopping and cleaning of guest house, hostel, auditorium and committee rooms	Office & Residential Campuses	Once in a month
7.	Cleaning of Chairs, Sofa, Carpets etc. using Vacuum Cleaner.	Office & Residential Campuses	Once in a month
8.	Proper and efficient disposal of office waste in the dustbin / Dalao of MCD	Office & Residential Campuses	Six days a week

9.	Roof top cleaning & Under Ground tanks & Over Head Tanks Cleaning	Office & Residential Campuses	Once in 3 months
10.	Supervision of all the work areas	Office & Residential Campuses	Daily
11.	For House Keeping Works in Laboratory	Office & Residential Campuses	Six days a week
12	Cleaning and clearing of bushes, etc. in open areas / Farm area	Office & Residential Campuses	Six days a week

7. 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

8. 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.

9. 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.

10. 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.

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

ICAR UNIT NIHSAD, BHOPAL

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. Generic

Shelf Life: The Product/Spare parts to be supplied as part of the services must have minimum

6 Months

Shelf Life. On the date of supply, minimum

Upto first week of every month

usable shelf life should be available / balance.

13. 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.

Disclaimer/अस्वीकरण

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

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

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

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

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

---Thank You/धन्यवाद---