

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | |
|---|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 10-10-2023 18:00:00 |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 10-10-2023 18:30:00 |
| Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से) | 90 (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 | National Bureau Of Animal Genetic Resources Karnal |
| Item Category/मद केटेगरी | Manpower Outsourcing Services - Minimum wage - Semi-skilled; Admin; Mali/Gardener , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Others; Sweeper , Manpower Outsourcing Services - Minimum wage - Skilled; Others; Driver - LMV , Manpower Outsourcing Services - Minimum wage - Skilled; Others; Electrician , Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Multi-tasking Staff |
| Contract Period/अनुबंध अवधि | 2 Year(s) 1 Day(s) |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) | 90 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/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है | Yes |
| Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है | Yes |

Bid Details/बिड विवरण

| | |
|---|--|
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़ | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *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 |
| 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 |

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). | 26 |

(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 :

AAO

NATIONAL BUREAU OF ANIMAL GENETIC RESOURCES KARNAL, Department of Agricultural Research and Education (DARE), Indian Council of Agricultural Research (ICAR), Ministry of Agriculture and Farmers Welfare (Yoginder)

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. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their 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.
3. 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.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of work & Job description:[1695124533.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:[1695124553.pdf](#)

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Admin; Mali/Gardener (11)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|---------------|--------|
| Core | |

| Specification | Values |
|---------------------------|----------------|
| Skill Category | Semi-skilled |
| Type of Function | Admin |
| List of Profiles | Mali/Gardener |
| Educational Qualification | High School |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s)/एडऑन | |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|-------------|---------------------------------|--|
|----------------|---|-------------|---------------------------------|--|

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|---|---------------------------------|--|
| 1 | Rakesh Kumar | 132001, ICAR-National Bureau of Animal Genetic Resources, Makrampur Campus, G.T.Road By Pass, Near Basant Vihar, P.O.Box No. 129 Karnal-132001 (Haryana), India | 11 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 452.08 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.26 • EPF Admin Charge (INR per day) : 2.26 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 14.69 • Provident Fund (INR per day) : 54.24 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 24 |

Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Others; Sweeper (7)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|---------------------------|----------------|
| Core | |
| Skill Category | Semi-skilled |
| Type of Function | Others |
| List of Profiles | Sweeper |
| Educational Qualification | High School |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |

| Specification | Values |
|----------------------|--------|
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s)/एडऑन | |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|---|---------------------------------|---|
| 1 | Rakesh Kumar | 132001, ICAR-National Bureau of Animal Genetic Resources, Makrampur Campus, G.T.Road By Pass, Near Basant Vihar, P.O.Box No. 129 Karnal-132001 (Haryana), India | 07 | <ul style="list-style-type: none"> Minimum daily wage (INR) exclusive of GST : 494 Bonus (INR per day) : 0 EDLI (INR per day) : 2.47 EPF Admin Charge (INR per day) : 2.47 Optional Allowances 1 (INR per day) : 0 Optional Allowances 2 (INR per day) : 0 Optional Allowances 3 (INR per day) : 0 ESI (INR per day) : 16.05 Provident Fund (INR per day) : 59.28 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 24 |

Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Driver - LMV (1)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|---------------------------|----------------|
| Core | |
| Skill Category | Skilled |
| Type of Function | Others |
| List of Profiles | Driver - LMV |
| Educational Qualification | High School |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s)/एडऑन | |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|-------------|---------------------------------|--|
|----------------|---|-------------|---------------------------------|--|

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|---|---------------------------------|--|
| 1 | Rakesh Kumar | 132001, ICAR-National Bureau of Animal Genetic Resources, Makrampur Campus, G.T.Road By Pass, Near Basant Vihar, P.O.Box No. 129 Karnal-132001 (Haryana), India | 1 | <ul style="list-style-type: none"> Minimum daily wage (INR) exclusive of GST : 498.42 Bonus (INR per day) : 0 EDLI (INR per day) : 2.49 EPF Admin Charge (INR per day) : 2.49 Optional Allowances 1 (INR per day) : 0 Optional Allowances 2 (INR per day) : 0 Optional Allowances 3 (INR per day) : 0 ESI (INR per day) : 16.19 Provident Fund (INR per day) : 59.81 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 24 |

Manpower Outsourcing Services - Minimum Wage - Skilled; Others; Electrician (3)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|---------------------------|------------------|
| Core | |
| Skill Category | Skilled |
| Type of Function | Others |
| List of Profiles | Electrician |
| Educational Qualification | Secondary School |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |

| Specification | Values |
|----------------------|--------|
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s)/एडऑन | |

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|---|---------------------------------|--|
| 1 | Rakesh Kumar | 132001, ICAR-National Bureau of Animal Genetic Resources, Makrampur Campus, G.T.Road By Pass, Near Basant Vihar, P.O.Box No. 129 Karnal-132001 (Haryana), India | 3 | <ul style="list-style-type: none"> Minimum daily wage (INR) exclusive of GST : 498.42 Bonus (INR per day) : 0 EDLI (INR per day) : 2.49 EPF Admin Charge (INR per day) : 2.49 Optional Allowances 1 (INR per day) : 0 Optional Allowances 2 (INR per day) : 0 Optional Allowances 3 (INR per day) : 0 ESI (INR per day) : 16.19 Provident Fund (INR per day) : 59.81 Number of working days in a month : 26 Tenure/ Duration of Employment (in months) : 24 |

Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Multi-tasking Staff (28)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values |
|---------------------------|---------------------|
| Core | |
| Skill Category | Skilled |
| Type of Function | Admin |
| List of Profiles | Multi-tasking Staff |
| Educational Qualification | Secondary School |
| Specialization | Not Required |
| Post Graduation | Not Required |
| Specialization for PG | Not Applicable |
| Experience | 0 to 3 Years |
| State | NA |
| Zipcode | NA |
| District | NA |
| Addon(s)/एडऑन | |

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

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|-------------|---------------------------------|--|
|----------------|---|-------------|---------------------------------|--|

| S.No./क्र. सं. | Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी | Address/पता | Number of Resources to be hired | Additional Requirement/अतिरिक्त आवश्यकता |
|----------------|---|---|---------------------------------|--|
| 1 | Rakesh Kumar | 132001, ICAR-National Bureau of Animal Genetic Resources, Makrampur Campus, G.T.Road By Pass, Near Basant Vihar, P.O.Box No. 129 Karnal-132001 (Haryana), India | 28 | <ul style="list-style-type: none"> • Minimum daily wage (INR) exclusive of GST : 498.42 • Bonus (INR per day) : 0 • EDLI (INR per day) : 2.49 • EPF Admin Charge (INR per day) : 2.49 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • ESI (INR per day) : 16.19 • Provident Fund (INR per day) : 59.81 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 24 |

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

1. 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-NBAGR
payable at
KARNAL

. 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.

2. 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

DIRECTOR, ICAR-NBAGR, KARNAL

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.

3. **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

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Annexure - I

Buyer Added text based ATC clauses for of MTS, Mali, Cleaning Staff , Electrician & Driver

1. The selected agency shall deploy contractual staff at ICAR-NBAGR, Karnal premises strictly as per the charter of duties and terms and conditions mentioned in the tender form. The agency shall employ good, reliable & robust persons with clean track record to carry out the job contract. In case any of the personnel so supplied by the agency is not found suitable by the Institute, the institute 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. As on date, the approximate requirement is attached in **Annexure-II**. However, the actual number of deployment shall be communicated at the time of award of contract & payment shall be made on actual engagement on pro rata basis.
2. **Service providers should have a registered office/branch at the State of consignee location.** Valid documentary proof of the same should be attached with the bid
3. The personnel engaged by the agency for this job contract will not be employee of the ICAR-NBAGR, Karnal and there will be no employer-employee relationship between the ICAR-NBAGR, Karnal and the personnel so supplied by the contractor nor will they have any right to claim for any permanent position in the ICAR- NBAGR, Karnal.
4. The agency shall be wholly responsible for making payment of monthly wages and other admissible allowances to the personnel on or before seventh of every month in presence of duly authorised institute representative through NEFT / RTGS only. Minimum wages, as prescribed by the Govt. of India from time to time shall be payable to the personnel deployed for services by the Selected Agency.
5. The ICAR- NBAGR, Karnal shall not directly or indirectly engage any personnel of the agency during the period of contract. The firm shall possess necessary license / approval from appropriate labour / licensing authority for execution of contract.
6. **Bid Security:** - A Bid security declaration should be furnished by all the bidders (on company letter pad), if otherwise not exempted, stating that if I/We withdraw or modify the bid(s) during the period of validity or if they are awarded the contract and they fail to sign the contract or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of two years to submit bids with this office in future.
7. MSME registration of firms should be as per the relevant category of services required.

8. Last three year continuous **experience** of the firm in the field of providing such services in Central Govt. establishments/Autonomous bodies/Corporations/reputed public funded organizations, if otherwise not exempted. Bidders will have to provide details in tabular form, along with documentary proofs of such experience of minimum 100 persons.
9. **Certified Balance Sheet** of the firm for last three years signed/issued by the chartered accountant if otherwise not exempted. Minimum turnover of the firm not less than Rs.100 lakhs during the last three financial years in book of account for such work/services, if otherwise not exempted.
10. EPF registration certificate issued by appropriate authority.
11. ESI registration certificate issued by appropriate authority.
12. The contractor/agency must have a registration under the Contract Labour (Regulation and Abolition) Act, 1970. The contractor shall obtain the Labour license under this Act.
13. GST registration certificate issued by the appropriate authority.
14. **ISO 9001: The bidder must have ISO 9001 certification.**
15. The service provider will have to upload an undertaking on their company letter head that he will not take any type of registration fees, admin fees or undue charge from the employees. **If the bidders do not attach these undertakings will be disqualified.**
16. Bidders are required to quote minimum service charge @ **3.85 %**. Bids quoted below the minimum service charge @ **3.85% %** will not be considered.
17. **Bidders are required to submit an undertaking on 100 rupees Non-judicial stamp paper duly attested by NOTARY**, as per following format:

“We undertake that our firm M/snot been blacklisted/ debarred from providing job work contract Services by any of the Central/ State Government Department/ undertaking/ PSU/ Universities etc. It is verified that this statement is true and based on facts. If at any stage this undertaking is found false, I/ We shall be liable/ responsible for the same and action as deemed fit may be taken against me/ our agency/ firm.”

Note: Above undertaking should be of a date after publishing and before the closing date/time of GeM bid.

Above original undertaking on Non-judicial stamp paper should reach this office at the following address **within 5 days** of the closing date/time of GeM bid, failing which technical bid will not be considered for technical evaluation. It is hereby made clear that only those technical bids will be taken into consideration for technical evaluation, the original undertakings of whose are received in this office by the stipulated date. Postal address of this office is as under:-

In-charge Purchase,
NBAGR, Makrampur Campus, G.T. Road By Pass,
Near Basant Vihar, P.O. Box No. 129, Karnal-132001 (Haryana),
India. 91-184-296100

18. All bidders are required to upload/submit the documentary proofs of all the requisite documents in terms of ATC **in the relevant column** i.e. Certificate (Requested in ATC) only on GeM portal. Documents as per ATC uploaded/submitted in any other column will not be considered and their technical bids will be rejected straightway.
19. Only agencies having valid registration under contract Labour Act, ESI, EPF and other statutory law

required for providing contractual staff shall apply.

20. Documents to be uploaded: Bidders firms which fulfill the above eligibility conditions may upload the technical bid along with the scanned copy of following documents failing which their bids may be rejected:-

- Copy of audited accounts statement of annual turnover for last three financial years (2020-21, 2021-22 and 2022-23).
- Registration/ Incorporation Certificate of firm.
- Scanned copy of EMD, if applicable.
- Registration Certificate of Contract labour (Regulation & Abolition ACT, 1970), Goods and Services Tax (GST), Employees' State Insurance Act, 1948, Employees Provident Fund Act, at least one year prior to the publishing of this bid.
- Copies of satisfactory work performance report in support of eligibility conditions. Copies of work orders, agreements without satisfactory performance certificate shall not be considered for determining the eligibility.
- Copy of PAN No.
- Declaration as per format given at Sr. No. 16, on non-judicial stamp paper of Rs. 100/- and original copy should reach this office **within 5 days** of the closing date/time of GeM bid, **failing which technical bid will not be considered for technical evaluation.**
- Scanned Bid Document (Except Financial Bid Page) containing all terms and conditions of the bid duly signed and stamped by the bidder.
- Copy of registration certificate of ISO.
- A Bid security declaration should be furnished by all the bidders (on company letter pad), if otherwise not exempted

21. The tenderer will also have to furnish particulars relating to Income Tax clearance certificates, turnover, infrastructure status, etc.

22. The Contractor shall not sub-let the contract.

23. **TERMS OF THE CONTRACT:** Initially the period of the contract will be for **two years**. On the expiry of the contract or on its termination, the ICAR- NBAGR, Karnal reserves the right to renew the contract on half-yearly basis on the same rates and similar terms and conditions. However, in no case the contract may be extended beyond three years in total.

24. **MODE OF PAYMENT:** The agency shall submit monthly bills for the job performed during the preceding month along with proof of contribution made for EPF and GST paid for the Manpower provided to the ICAR- NBAGR, Karnal. The ICAR- NBAGR, Karnal shall make payment by means of RTGS / Electronic mode in favour of the agency. However taxes which are as per the rules of the Govt. of India shall be deducted at source from monthly bills of the successful tenderer, as per rule. The payment shall be made to the firm after satisfactorily report of work from the Security In-charge.

25. **TERMINATION:** This contract can be terminated by giving one month's notice on either side and that any notice required to be served shall be sufficiently served on the parties if delivered to them personally or dispatched by the address herein given under registered post or through e-mail. The ICAR- NBAGR, Karnal will have no responsibility for any loss / damage caused to them. This also cannot be challenged through any court of law.

26. **LOSS AND / OR DAMAGES:** In case of any loss or damage done to the property of the ICAR- NBAGR, Karnal by personnel provided by the agency for security duties at ICAR- NBAGR, Karnal, full damages will be recovered from the Agency and decision of the Competent Authority of ICAR- NBAGR, Karnal shall be binding on the agency. In case of any loss incurred by the institute on account of

apses on the part of the security personnel provided by the agency, full recovery of the losses will be made from the firm and decision of the Competent Authority of this Institute will be final in this regard.

27. **SECURITY DEPOSIT:** An amount equal to 5% of the total contract value shall be deposited by the engaged agency as security money / performance guarantee within three weeks from the award of the contract. The security shall be refunded to the contractor after satisfactory completion of the contract or adjusted against any damages or loss of property, etc. caused by the personnel deputed by the agency. No interest will be paid on the security money deposited with the ICAR- NBAGR, Karnal. However, in case of any breach of conditions of the contract, the performance security is liable to be forfeited.
28. **BID VALIDITY:** The quoted rates must be valid for a period for 90 days from the last date of submission of the bid. The overall offer for the assignment and price quoted by bidder shall remain unchanged during the period of validity. If the bidder quoted the validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.
29. In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc, of their original tender.
30. In exceptional circumstances, the ICAR – NBAGR may request the bidders' consent for an extension of the period of bid validity. A bidder may however be at liberty to refuse the request without risking forfeiture of his earnest money. A bidder agreeing to extend the validity of bid will not be allowed to modify its bid.
31. Anyone or more of the following action / commission / omission are likely to cause outright rejection of tender:
 - Any BID / EMD received late without conclusive proof that it was delivered before the specified closing time.
 - Any conditional bid or bid offering rebate.
 - Any bid in which rates have not been quoted in accordance with the details specified in the Bid Documents.
 - Any effort by a bidder to influence the ICAR – NBAGR in the bid evaluation, bid comparison or contract award decision.
32. **INTERPRETATION:** All the terms and conditions of contract shall be read in conjunction with all other documents forming part of this contract. Notwithstanding the subdivisions of the documents into these separate sections, every part of which shall be deemed to be supplementary to and complementary of every part and shall be read with and into the contract.
33. **ARBITRATION:** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall before /after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach thereof, shall be referred to a Sole Arbitrator to be appointed by the Director, ICAR – NBAGR, Karnal. If the arbitrator to whom the matter is originally referred dies or refuses to act or resigns / withdraws for any reason from the position of arbitration, it shall be lawful for the ICAR – NBAGR to appoint another person to act as Arbitrator in the manner aforesaid. Such person shall be entitled to proceed with reference from the stage at which his predecessor left it, if both the parties consent to this effect, failing which the Arbitrator shall be entitled to precede de novo. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to Arbitrator at the time of invocation of arbitration under this clause. It is also term of the contract that the cost of arbitration shall be borne by the parties themselves. The venue of arbitration shall invariably be at Port Blair. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof or rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
34. **FORCE MAJURE:** If at any time, during the continuance of this contract, the performance in whole or in part by either party, of any obligation under this contract, shall be prevented or delayed by reason of any floods, explosions, epidemics, quarantine restriction or act of God (hereinafter referred to as events), provided notice of happenings of any such eventuality is given by either party within

7 days from the date of occurrence thereof, neither party shall be due to reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other respect of such non – performance or delay in performance. The operation of contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the ICAR – NBAGR as to whether the operation have been so resumed or not shall be final and conclusive, provided further that if the performance in whole or in part of any obligation under his contract is prevented or delayed by reason of any such event for a period exceeding 90 days either party may at his option terminate the contract. Provided, also that if the contract is terminated under this clause, the ICAR – NBAGR shall be at liberty to take over from the Security Agency, the security personnel, vehicles & equipments deployed in the campus until a new security agency is appointed and commences the operation.

35. COMPARISON OF BIDS:

- Only the short-listed bids from the technical bid evaluation shall be considered for commercial comparison.
- The Financial bids will be evaluated on the basis of prices quoted. The contract will be awarded to lowest evaluated bidder.
- Only the short-listed bids from the technical bid evaluation shall be considered for commercial comparison.
- The Financial bids will be evaluated on the basis of prices quoted. The contract will be awarded to lowest evaluated bidder.
- The firm among L1 will be selected through Auto-Run tab available on GeM.

35 AWARD OF CONTRACT:

35.1 The ICAR – NBAGR, Karnal shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid based on the Grand Total calculated of all items, etc. of the Commercial bids.

35.2 If more than one bidder happens to quote the same lowest price, ICAR – NBAGR, Karnal reserves the right to decide the criteria and further process for awarding the contract, decision of ICAR – NBAGR, Karnal shall be final in awarding the contract.

36.The contractor is advised to have a complete survey of campus & farms of ICAR- NBAGR, Karnal done before offering its rates.

37.No Union activities of such workmen shall be allowed in the institute premises and no such Union or any other Union shall be recognized by this institute for any intent or purposes. The contracting firm shall ensure that the grievances of its workmen are resolved at its own level and no correspondence from any of its engaged personnel may be entertained by this office except in case of violation of statutory provisions.

38.No child labour to be deployed and equal wages to be paid irrespective of gender of the workmen.

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---