



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2024/B/5522274  
Dated/दिनांक : 11-11-2024

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |  |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 02-12-2024 16:00:00  |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय   | 02-12-2024 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 Ivri Rs Palampur  |
| Item Category/मद केटेगरी   | Manpower Outsourcing Services - Minimum wage - Unskilled; Not Required; Others   |
| Contract Period/अनुबंध अवधि  | 2 Year(s)  |
| Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)                        | 28 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  |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़   | Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC)<br>*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 Details/बिड विवरण</b>  |                             |
|---|-----------------------------|
| <b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>   | No                          |
| <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> | 3 Days                      |
| <b>Estimated Bid Value/अनुमानित बिड मूल्य</b>   | 1402739                     |
| <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                         |
| <b>Arbitration Clause</b>   | No                          |
| <b>Mediation Clause</b>   | No                          |

#### **EMD Detail/ईएमडी विवरण**

|                             |                     |
|-----------------------------|---------------------|
| Advisory Bank/एडवाइजरी बैंक | State Bank of India |
| EMD Amount/ईएमडी राशि       | 28100               |

#### **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). | 30                  |

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). 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 :**

Principal Scientist

ICAR IVRI RS Palampur, Department of Agricultural Research and Education (DARE), Indian Council of Agricultural

**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. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. 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.
7. 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**

**The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:1**

Rs.11,22,191.00

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

**Scope of work & Job description:**[1729317781.pdf](#)

**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1731317405.pdf](#)

**Manpower Outsourcing Services - Minimum Wage - Unskilled; Not Required; Others ( 3 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

| Specification             | Values         |
|---------------------------|----------------|
| <b>Core</b>               |                |
| Skill Category            | Unskilled      |
| Educational Qualification | Not Required   |
| Type of Function          | Others         |
| List of Profiles          | Sweeper        |
| Specialization            | Not Required   |
| Post Graduation           | Not Required   |
| Specialization for PG     | Not Applicable |
| Experience                | 3 to 7 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   |
|----------------|---|---|---------------------------------|--|
| 1              | Balvinder Singh Rana                                    | 176061, ICAR-Indian Veterinary Research Institute (IVRI), Regional Station Palampur, HP | 3                               | <ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 526</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>• Estimated Number of Overtime Hours per Resource per Month : 0</li> <li>• Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST) : 0</li> <li>• ESI (INR per day) : 17.10</li> <li>• Provident Fund (INR per day) : 68.38</li> <li>• Number of working days in a month : 26</li> <li>• Tenure/ Duration of Employment (in months) : 24</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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

-1-

**The following additional Terms and Conditions will be strictly adhered by the successful bidder**

**1. Mandatory Documents: -**

- i) Attach/upload proof of address of branch office in Himachal Pradesh.
- ii) Attach/upload valid licence under contract labour regulation and abolition Act 1970
- iii) Attach/upload valid EPF and ESI registration certificate.
- iv) Attach/upload MSE certificate/document if the firm is eligible for exemption under MSE
- v) Attach/upload copy of enclosed undertaking.

2. The firm shall be responsible for annual job work contract of **Sweeping and cleaning (Un- skilled) nature of work** at ICAR-IVRI, Regional Station, Palampur.

3. The firm will provide full particulars of every contractual worker deployed under this contract for making gate pass for security purposes.

4. All contractual workers deployed at premises shall all times and for all purpose is deemed to be employee of the firm and the ICAR-Indian Veterinary Research Institute, Regional Station, Palampur shall have no liability on this account in any manner.

5. That the firm shall ensure that all contractual workers deployed at ICAR-Indian Veterinary Research Institute, Regional Station, Palampur premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.

6. The ICAR-Indian Veterinary Research Institute, Regional Station, Palampur shall have the right to ask for the removal from the premises any person considered by the ICAR-Indian Veterinary Research Institute to be incompetent, disorderly or any other reason and such person shall not again to be deployed without the consent of the ICAR-Indian Veterinary Research Institute, Regional Station, Palampur.

7. The contractual workers deployed by the Firm should work as per the working days and timings of the ICAR-IVRI. No extra wages will be paid for attending office on weekends, holidays and late sitting.

8. The work point can be increased / decreased as per requirement of the Institute from time to time as per GeM terms and condition. However, the payment will be made for actual work points provided in the concerned month. The firm will raise a bill of concerned month by 10<sup>th</sup> of following month and the payment will be released by

y the Institute through e-payment to the firm subject to satisfactory work performance / report by the concerned Nodal Officer/In-charges.

9. Payment to the contractual staff should be made by the Firm through RTG S/ NEFT on or before pre- assigned date i.e. 7<sup>th</sup> of succeeding month. Payment to the contractor will be released on production of document that the payment has already been made to the contractual workers.
10. The deduction of income tax from the bills of the Agency will be made at the source as per rates applicable from time to time.
11. In case of dispute between the parties, the matter shall be referred to the sole Arbitrator to be appointed by the ICAR-Indian Veterinary Research Institute, Izatnagar (Bareilly) as per various clauses of Arbitration & Conciliation Act-1996. The decision of the sole Arbitrator shall be final and binding in all respect of any dispute between the parties.
12. That the firm shall issue Identity card to each of the workers engaged for entry into ICAR-Indian Veterinary Research Institute, Regional Station, Palampur premises.
13. That the firm shall ensure the successful implementation of the terms and condition of the agreement by proper control and supervision of the work.
14. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, the Director, ICAR-Indian Veterinary Research Institute, Izatnagar (Bareilly) may cancel the contract, & forfeit the security money deposit and the Institute will also take action against the firm as deemed fit.
15. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and services 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, viz. obligations under Contract Labour (Regulation & Abolitions) Act 1970, workmen's Compensation Act 1943, E.P.F., E.S.I. & M.P. Act 1947 etc. Firm agrees to indemnify and keep indemnified ICAR-Indian Veterinary Research Institute, Regional Station, Palampur on account of any failure to comply with the obligations under various laws or damage to ICAR-Indian Veterinary Research Institute, Regional Station, Palampur due to acts/omission of Firm.
16. It is also agreed that under no circumstances, the volunteers and/ or the employees/workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the ICAR-Indian Veterinary Research Institute, Regional Station, Palampur and the firm alone shall be responsible for their remuneration, wages and other benefits etc. firm shall indemnify and keep identified the ICAR-Indian Veterinary Research Institute, Regional Station, Palampur against any claim that it may have to meet towards the employees / workmen of the firm. Firm's employees/workmen shall have no claim to absorption/ regularization and financial benefits etc. that are admissible to regular employees in the office of ICAR-Indian Veterinary Research Institute, Regional Station, Palampur.
17. The contract is subject to the conditions that the firm shall comply with all the laws and by laws of Central Govt. as applicable relating to this contract.
18. In case of any loss or damage to the property of the Institute at which is attributable to the firm, full damages will be recovered from the firm as per the Ge M penalty clause.

19. The firm shall not transfer its right or sub- contract to anyone else.
20. The firm and its workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
21. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.
22. In case of any accident loss of life of the workers during discharging duties , compensation to be given to the workers, the same shall be borne by the firm and this Institute is not responsible for the same.
23. The firm shall provide a Co-ordinator for immediate interaction with the organization.
24. The entire tender documents & its annexure (scope of work etc.) shall be the part of the agreement.
25. Reimbursement of bill to the contractor will be made upon submission of pre-receipted bill along with attendance sheets of the contractual workers, payment vouchers duly signed by contractual workers and separate EPF & ESI challans & ECR for submission of EPF & ESI contribution for each month, separate receipt of deposition of GST for the contract, through RTGS. Payment to the contractual staff should be made by the contractor through RTGS/ NEFT having account number of the concerned contractual staff / through NEFT/ RTGS for which a certified list issued by bank will have to be submitted with the monthly bill on or before pre assigned date i.e. 7<sup>th</sup> of succeeding month. Payment to the contractor will be released on production of document that the payment has already been made to the contractual workers. The contractor will have to pay wages to the contractual worker deployed by him at least as per minimum wages and also comply with statutory norms as per minimum wages Act including giving weekly off to the contractual worker as per provision.
26. The contractor will have to produce random 1/10 EPF/ ESI passbook from the contractual workers and submit with the monthly bill.
27. The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services are valid during the entire period of the contract, failing to which shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
28. Any violation of contractual obligations by the service provider/ manpower shall attract penalty. Before imposing a penalty, the buyer provide 03 days prior notice to the Service Provider to make its representation. The Service Provider confirms and agrees that penalty whenever become payable , shall be deducted by the buyer from the payment due to the Service Provider.
29. Bidder are advised to check applicable GST on their own before quoting, buyer will not take any responsibility in this regards, GST reimbursement will be as per actuals or as per applicable rates (which is lower), subject to the maximum quoted GST%
30. ***Any increase in rates i.e. minimum wages and other statutory requirement meant for the contractual points and taxes shall be paid by the contractor and the same will be reimbursed to contractor after production of documentary proof. However, service charges per point/month once quoted will not be changed during the current***



**ncy of contract.**

31. Duration of the services contract may be extended up to 12 months beyond the Initial contract duration (subject to satisfactory performance and mutual consent).

**PENALTY CLAUSE: LIQUIDATED DAMAGES**  
**CLAUSE**

1.

| Sl<br>·<br>No | Description  | Penalty   |   |  |
|---------------|--|---|---|--|
|               |  | 1st Instance  | 2 <sup>nd</sup> Instance  | 3 <sup>rd</sup> Instance   |
| 1.            | Non-deployment of total manpower mentioned in the contract as per the date of joining                            | Upto 15 days, @1% per day of the total value and beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value.   | Up to 15 days, @ 2% per day of the total value and beyond 15 days cancellation charges @ 10% of the order value.  | Cancellation of the contract with cancellation charges @ 10% of the order value. |
| 2.            | If employee is found disclosing any confidential information/document to the service provider/any third parties. | Cancellation of the contract with cancellation charges @10% of the order value along with recovery of losses caused (if any) and legal action against the service provider depending on the gravity of the act. | -----<br>-  | -----  |
| 3.            | If employee found responsible for any theft, loss of material/articles and damages.                              | Immediate payment in actual, equivalent to the value of the article theft/lost/damaged. Replacement of contractual worker within 2 days.  | Immediate payment in actual, equivalent to the value of the article theft/lost/damaged. Replacement of contractual worker within 2 days/cancellation of contract as decided by the buyer depending on the gravity of the act. | Cancellation of the contract with cancellation charges @ 10% of the order value. |

|    |   |   |   |  |
|----|---|---|---|--|
| 4. | If employee found responsible for disobedience/misconduct.  | Warning/counseling of contractual worker as decided by the buyer depending on the gravity of the act.   | Warning/counseling/ immediate replacement of the contractual worker within 2 days as decided by the Buyer and warning to service provider depending on the gravity of the act.  | Cancellation of the contract with cancellation charges @ 10% of the order value. |
| 5. | If the employee is absent or takes leave for more than 2 days without informing or taking prior approval.   | Substitute within 2 days failing which, 1% per day of the total value (excluding service tax extra) of the absence resources up to 15 days. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value. | Substitute within 2 days failing which, 3% per day of the total value (excluding service tax extra) of the absence resources up to 15 days. Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value. | Cancellation of the contract with cancellation charges @ 10% of the order value. |
| 6. | If the employee is found absent responsible for adopting illegal and foul methods or exercise any corrupt practice in collusion with any third party or official at the work place. | Immediate replacement within 2 days/ Cancellation of the contract with cancellation charges @ 10% as decided by the buyer depending on the gravity of the act.  | Cancellation of the contract with cancellation charges @ 10% of the order value.  | -----  |
| 7. | Delay in payment of take-home remuneration by the service provider and deposit of EPF and ESI (both employee and employer share).   | Rs.100.00 per day for each default, warning to service provider to deposit the said amount within 7 working days.   | Rs.200.00 per day for each default hold on all type of payments to service provider till the said amount is deposited to respective stakeholders and proof of same is submitted to buyer.   | Cancellation of the contract with cancellation charges @ 10% of the order value. |

- The firm will raise a bill at approved rates latest by 7<sup>th</sup> day of each month and the payment released by the Institute in the form of e-payment to the firm subject to satisfactory performance / work/ services. The firm will pay wages to his workers by NEFT /RTGS on or before 7<sup>th</sup> of every month. For each and every delay in payment to contractual worker, the Institute shall impose liquidated damages amounting to 0.5% per week and same will be recovered from the bill of concerned month.
- Any misconduct/ misbehavior on the part of the manpower deployed by the agency will not be tolerated and such person (s) will have to be replaced immediately.

4. Payment for contractual points not meeting the prescribed qualification and skills will not be made. Hence the contractor should engage only those who fulfils the criteria of qualification and skills.
5. If the required number of contractual workers/supervisor is less than minimum required or any other short fall in the work, the penalty/ deduction will be made as per terms & conditions of GeM under penalty and fine clause.

The decision of Director, ICAR-Indian Veterinary Research Institute, Izatnagar shall be final and binding on the contractor/ firm in respect of any clause not covered under the contract and any matter incidental to the contract.

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-  
-  
**UNDERTAKING**

I, (Name of owner/proprietor etc. of the firm) S/W/D/O/ \_\_\_\_\_  
\_and

r/o \_\_\_\_\_ do hereby solemnly affirm and declare as under:

1. That I am owner/proprietor etc. of (Name of firm/agency with complete address).
2. That I am citizen of India.
3. That my firm/agency has never been blacklisted by any Govt. office or agency.
4. That contract of my firm/agency has never been cancelled or terminated prematurely by any Govt. office/agency due to non-satisfactory services.

Date:.....  
Signatory

Name of the Authorized

Stamp & Signature

**5. Buyer Added Bid Specific ATC**

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

**6. 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.

## 7. Service & Support

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

## 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. 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

HoRC ICAR-IVRI Regional Station Palampur (HP)

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.

## 10. 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. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

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. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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---**