



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5768875 Dated/दिनांक : 31-12-2024

Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण | | | | |
|--|---|--|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय | 21-01-2025 16:00:00 | | | |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय | 21-01-2025 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 | 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 | lcar-nihsad, Bhopal | | | |
| क्रेता ईमेल/Buyer Email | buycon468.icari.mp@gembuyer.in | | | |
| Item Category/मद केटेगरी | Custom Bid for Services - AMC of Computers LAN WAN | | | |
| Similar Category/समान श्रेणी | Annual Maintenance Contract for Network Security Devices | | | |
| 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) | 10 Lakh (s) | | | |
| Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष | 3 Year (s) | | | |
| MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट | No | | | |
| 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 Details/बिङ विवरण | | | | |
|--|-----------------------------|--|--|--|
| Do you want to show documents uploaded by bidders to all bidders participated in bid?/ | No | | | |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया | No | | | |
| Type of Bid∕बिंड 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 | | | |
| Arbitration Clause | No | | | |
| Mediation Clause | No | | | |
| Required/आवश्यकता No ePBG Detail/ईपीबीजी विवरण | | | | |
| Required/आवश्यकता | No | | | |
| MII Compliance/एमआईआई अनुपालन | | | | |
| MII Compliance/एमआईआई अनुपालन | Yes | | | |
| MSE Purchase Preference/एमएसई खरीद वरीयता | | | | |
| | | | | |
| MSE Purchase Preference/एमएसई खरीद वरीयता | Yes | | | |

- 1. 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.
- 2. 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.
- 3. 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 online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

4. 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.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work: <u>1735636288.pdf</u>

Payment Terms: 1735636375.pdf

Penalties: 1735636355.pdf

Quantifiable Specification / Standards of The Service/ BOQ<u>1735636426.pdf</u>

GEM Availability Report (GAR):1735636496.pdf

Buyer's Competent Authority Approval:1735636535.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload: 1735636622.pdf

Any other Documents As per Specific Requirement of Buyer -1:1735636854.pdf

Any other Documents As per Specific Requirement of Buyer -2: 1735636970.pdf

Instruction To Bidder:1735637229.pdf

Pre Qualification Criteria (PQC) etc if any required: 1735637333.pdf

Custom Bid For Services - AMC Of Computers LAN WAN (1)

Technical Specifications/तकनीकी विशिष्टियाँ

| Specification | Values | | | | |
|--|-----------------------------|--|--|--|--|
| Core | | | | | |
| Description /Nomenclature of Service Proposed for procurement using custom bid functionality | AMC of Computers LAN WAN | | | | |
| Regulatory/ Statutory Compliance of Service | YES | | | | |
| Compliance of Service to SOW, STC, SLA etc | YES | | | | |
| 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 | The quantity of procurement "1" indicates Project based or Lumpsum based hiring. | Additional Requirement/अतिरिक्त आवश्यकता |
|---|------------------|--|--|--|--|
| 1 | | Kalaiyarasu Semmannan | 462022,ICAR-NIHSAD, Anand Nagar, Kokta Road | 1 | N/A |

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. Service & Support

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

4. Service & Support

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

5. 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.

6. Payment

PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

7. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

ICAR-NIHSAD ANAND NAGAR KOKATA BY PASS BHOPAL MADHYA PRADESH

8. 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.

9. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Other Terms and 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. Standards of Performance: The bidder shall perform the service and carry out its obligation under the contract with due diligence, efficiency and economy, in accordance with generally accepted technique and practices used in the industry and with professional engineering and consulting standards recognized by international professional bodies and shall observe sound management engineering practices. It shall employ technical and engineering practices. It shall employ appropriate advance technology and safe and effective equipment, machinery material and methods. The bidder shall always act, in respect of any matter relating to this contract, as faithful advisors to the NIHSAD and shall at all times, support and safeguard the NIHSAD legitimate interests in any dealings with Third Parties.
- 3. The Contractor shall maintain adequate spare machines and other s pares at site to facilitate any temporary replacement.
- 4. In case of any piracy problems the agency will be solely responsible for the same.
- 5. Some of the machines, LAN/WAN are installed in the Bio-containmen t laboratory area. For attending the same, biosafety rules/ regulations of this Institute to be followed strictly. Any violation will result in termin ation of the contract.
- 6. The Agency shall further be bound by and carry out the direction/Ins tructions given to them by the COMPUTER INCHARGE, NIHSAD or the o fficers designated by him/her in this respect, from time to time. All the material/parts, will be replaced/used will require the prior consent of the Computer I/C regarding quality etc.
- 7. The Agency shall further be bound by and carry out the direction/Ins

tructions given to them by the COMPUTER INCHARGE, NIHSAD or the o fficers designated by him/her in this respect, from time to time. All the material/parts, will be replaced/used will require the prior consent of the Computer I/C regarding quality etc.

- 8. The staff so provided by the agency under this contract will not be t he employee of the NIHSAD and there will be no employer-employee r elationship between the NIHSAD and the person so engaged by the co ntractor in the aforesaid services.
- 9. 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.
- 10. The contractor shall indemnify and keep indemnified the NIHSAD fr om any claims, loss or damages that may be caused to it on account o f 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.
- 11.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.
- 12. Any change in service provider or contractual worker should be don e in consultation with NIHSAD authority. Abrupt and unjustified change s will not be accepted.
- 13. The agency shall be responsible for good conduct and behavior of it s engaged man power. If the service of the engaged manpower is foun d not up to the mark, he/she should be replaced within 24 hours from the receipt of letter from the concerned department.
- 14. The vendor will not subcontract or permit anyone other than their company personnel to perform any of the work, services or other performance required of the vendor under the AMC / Service Contract without the prior written consent of the NIHSAD.
- 15. The agency shall ensure that the Telephones, Computers, Internet C onnection, Electricity will not be misused. If it is found misused, heavy penalty will be put on the agency. Similarly recovered data should not be shared with anybody.
- 16.Returning of the equipment after completion of the contract period: The Bidder shall handover (return) all the equipment back to the Depar

tment after the contract period in good and working condition.

- 17.Review: Both NIHSAD and agency shall conduct periodical reviews f rom time to time by examining the automated reports generated by bi dder such as downtime reports, uptime reports, logbooks etc.
- 18. The Institute will not be responsible either to the Contractor or to its workers deployed at this Institute for any medical assistance/injuries/d eath or any kind of loss occurred to contractual labours.
- 19.In case of any damage to the NIHSAD property by the teams engag ed, the same will be recovered from the agency.
- 20. 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

Note:- The contractor has to quote rates on comprehensive basis as per the terms mentioned in this document

10. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते 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---