



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/4198923
Dated/दिनांक : 21-11-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	01-12-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	01-12-2023 15:30:00
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 Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health Research
Organisation Name/संगठन का नाम	Indian Council Of Medical Research (icmr)
Office Name/कार्यालय का नाम	Icmr National Institute Of Traditional Medicine
Item Category/मद केटेगरी	Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Senior Assistant; Graduate , Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Lab. Technician; Diploma
Contract Period/अनुबंध अवधि	4 Month(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	9 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),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
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

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	30000

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).	6

(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी 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 :

Director, ICMR-NITM

ICMR National Institute of Traditional Medicine, Department of Health Research, Indian Council of Medical Research (ICMR), Ministry of Health and Family Welfare

(Director, Icmr-nitm)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. 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:[1699609981.pdf](#)

In case, the buyer wants to retain some of the existing resources then buyer is needed to upload the list of resources along with the quantity of each type or resource to be continued by the successful bidder/service provider under the new contract as per the T&C of new contract concluded on the basis of this bid along with approval of Competent Authority.:[1699609997.pdf](#)

Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Senior Assistant; Graduate (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Function	Healthcare
List of Profiles	Senior Assistant
Educational Qualification	Graduate
Specialization	Science
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
District	NA
Zipcode	NA
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowance 1	0
Title for Optional Allowance 2	0
Title for Optional Allowance 3	0
Designation	PROJECT TECHNICAL SUPPORT III

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
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Vigneshwaran	584129,MRHRU Department of Health Research, Govt. of India PHC Hospital Complex, Behind Basavalingappa Colony Sirwar, Raichur 584129	1	<ul style="list-style-type: none"> • Basic monthly pay (INR) exclusive of GST : 31000 • Bonus (INR Monthly) : 0 • EDLI (INR Monthly) : 0 • EPF Admin Charges (INR Monthly) : 0 • Optional Allowances 1 (INR Monthly) : 0 • Optional Allowances 2 (INR Monthly) : 0 • Optional Allowances 3 (INR Monthly) : 0 • Provident Fund (INR Monthly) : 0 • ESI (INR Monthly) : 0 • Tenure/ Duration of Employment (In Months) : 4

Manpower Outsourcing Services - Fixed Remuneration - Healthcare; Lab. Technician; Diploma (9)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Function	Healthcare
List of Profiles	Lab. Technician
Educational Qualification	Diploma
Specialization	Science
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
District	NA
Zipcode	NA
Addon(s)/एडऑन	

Specification	Values
Additional Details/अतिरिक्त विवरण	
Title for Optional Allowance 1	0
Title for Optional Allowance 2	0
Title for Optional Allowance 3	0
Designation	PROJECT TECHNICAL SUPPORT II

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	Vigneshwaran	584129,MRHRU Department of Health Research, Govt. of India PHC Hospital Complex, Behind Basavalingappa Colony Sirwar, Raichur 584129	9	<ul style="list-style-type: none"> • Basic monthly pay (INR) exclusive of GST : 18000 • Bonus (INR Monthly) : 0 • EDLI (INR Monthly) : 0 • EPF Admin Charges (INR Monthly) : 0 • Optional Allowances 1 (INR Monthly) : 0 • Optional Allowances 2 (INR Monthly) : 0 • Optional Allowances 3 (INR Monthly) : 0 • Provident Fund (INR Monthly) : 0 • ESI (INR Monthly) : 0 • Tenure/ Duration of Employment (In Months) : 4

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

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.

2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.

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. **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.

5. **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.

6. **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.**

7. **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.

8. **Payment**

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

9. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

10. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

DIRECTOR, ICMR-NITM
payable at
BELAGAVI

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

11. **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

DIRECTOR, ICMR-NITM
payable at
BELAGAVI

. 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.

12. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

DRAFT

GEM Service Terms & Conditions

Buyer Added ATC

I Experience: The bidder should have executed at least ____ nos. of projects with contract value not less than ₹. _____ yy for each contract of providing manpower services to central / state government departments/ public sector undertakings/ autonomous bodies in last three financial years. Bidders shall upload the WORK COMPLETION CERTIFICATE OR PERFORMANCE CERTIFICATE along with contract order:

S. No	Institute/ Department Name	Nature of Contract	Period of contract only in last 3 FY	Amount Of Contract (Not less than ____ Lakh per contract)	Furnish Work Completion Certificate / Performance Certificate

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II Turnover: Minimum average annual turnover of the bidder should be 100% of contract value / estimated value. Only Chartered Accountant certified document for last 3 financial year to be uploaded.

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III Payment Terms:

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1. Payment of wages to the engaged manpower should be done before 5th of the following month.
2. Payment will be made upon submission of invoice / bills in original on monthly basis to the agency through electronic transfer. The documentary evidence for payment of ESIC and EPF shall be furnished along with the bills. Bill must have the following enclosures: -

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- i) EPF staff-wise contribution & remittance statement - (EPF contribution is to paid by the contractor upto the maximum wage ceiling of Rs.15,000/- per month, as amended from time to time)
- ii) ESI staff-wise contribution & remittance statement (ceiling of Rs.21,000/- per month as amended from time to time)
- iii) GST Remittance challans/receipts
- iv) Pay slips of all staff indicating all emolument and deductions (the same will be checked and verified by ICMR-NITM while processing the invoice)
- v) Agency's Bank statement proof indicating salary disbursement. Agency shall not open a separate bank account in respect of manpower's. The payment of wages shall be deposited directly to outsourced staff's bank accounts by agency.
- vi) The contractor is liable for payment of all applicable taxes/cess/levies, etc.,

IV EMD

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 favor of DIRECTOR ICMR-NITM payable at Belagavi. 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. In case the bidders withdraw his bid or does not accept the order after award, bidder is liable to be blacklisted.

Successful Bidder whose tender is accepted should be prepared to take up the assignment of the services with effect from the date as notified by this office. In case, contractor does not commence the work within 15 days of issue of contract or the prescribed date, it would be presumed that party has failed to fulfil its obligations and EMD would be forfeited without any intimation to the party

V Performance Security

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 ICMR-NITM 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.

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The Security deposit shall be forfeited in part or full at the sole discretion of the Director, ICMR-NITM, Belagavi for any breach of the terms and conditions of this contract. RISK/ Liquidated Damages In the event of failure or delay on the part of the Contractor to fulfill his obligation in the execution of the order/contract to ICMR-NITM's satisfaction. ICMR-NITM shall have the right to terminate the order/contract and make necessary alternate arrangements for completion of the order/contract through other means at the risk and cost of the contractor. In such an event the earnest money deposit will be forfeited without prejudice to ICMR-NITM's right to claim compensation from contractor for the loss incurred by ICMR-NITM as a result of contractor's failure to fulfill his obligation under the contract/order condition. The contractor shall have no claim for compensation for any loss that may occur from any material he might have collected or engagements, he may have entered into on account of the order/contract.

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The contractor shall not assign or transfer any of his rights under the agreement to the other persons. In the event of such transfer of assignment the agreement shall at the option of the Management stand terminated and Security deposit deposited by the contractor shall stand to forfeited.

VI Termination

The Director ICMR-NITM reserves the right for termination of contract with one month notice during its tenure, in case the services are found to be unsatisfactory and breach of any of terms and condition of contract.

1. The contract can be cancelled at the option of NITM and decision of the Director, ICMR-NITM, Belagavi in this regard shall be binding on the contractor. ICMR-NITM shall recover from the security amount deposited and other dues payable to the contractor on the cancellation of this contract all losses and damages suffered by it, due to non-performance of any of the conditions of this contract by the contractor.
2. If the agreement is terminated by the contractor without giving stipulated period of notice or if he commits any breach of this agreement or fails to observe th

e terms thereof, the security deposit will be forfeited without prejudices to the management's right to proceed against the contractor for any additional damages that the Management suffers as a result of the breach of the conditions under this agreement by the contractor. The Management shall have the right to terminate the agreement at any time in case of any default on the part of the contractor in the matter of compliance with its terms and conditions by giving one month's notice.

VII Arbitration

All disputes and differences arising between the parties in respect of the Contract/WO or breach thereof will be decided by Arbitrator, appointed by Director, ICMR-NITM, Belagavi and the case will be settled as per prevailing guidelines of Indian Council of Arbitration applicable for PSU's. The decision of the Arbitrator in all questions will be final and be binding on both the parties subject to the jurisdiction of the Court of Law at Belagavi, Karnataka.

VII Liabilities Under Laws

I. The contractor shall be solely responsible for complying with provision of the Contract Labour (Regulation & Abolition) Act, 1970 and rules there under and other enactment that may be applicable including the Employees Provident Fund & Miscellaneous Provisions Act, 1952 & the schemes (employee's & employer's contribution to be paid by contractor), the Minimum Wages Act, 1948, the Factories Act, 1948, Employees Compensation Act, 2010 (formally known as Workmen's Compensation Act, 1923), Employees State Insurance Act, 1948 and Sales Tax Act or any other applicable Laws and the Municipal by-laws or other Statutory Rules and Regulations what so ever in force, in so far as these are applicable from time to time. The contractor must obtain Licence for himself/his firm under the Contract Labour (Regulation & Abolition) Act, 1970 and shall have a Provident Fund Code No. and the Employees' State Insurance Act and the scheme, 1948 Code No. issued by the respective authority.

II. The contractor shall be liable to pay for his employees and employer's contributions under the Employees Provident Fund Act, 1952 / ESIC Act, 1948 and any other statutory Act applicable to canteen staff. The contractor shall pay to his staff wages not less than the rates prescribed by the Statutory Authority.

III. The contractor shall cover his employees for comprehensive insurance under the Group Personal Accident Scheme or any other such Comprehensive Insurance Scheme or any other suitable insurance to cover for any liability as per Employee Compensation Act or any other Act/Rules etc applicable from time to time in respect of his employees. It is however made very clear here that any liability that arises out of the employment of his employees, who are deployed at ICMR-NITM Belagavi, irrespective of whether in course of employment or otherwise, irrespective of whether such liability is statutory or otherwise, will be borne by the contractor only and HIL shall have no liability whatsoever.

V. The contractor shall not sub-let, assign or transfer the contract given to him to any other party during the contract period.

VI. Under normal circumstances contract is terminable at one month notice from either side. The contractor shall give at least one month notice for termination of contract, extendable by mutual agreement. ICMR-NITM, Belagavi shall have full discretion to recover any loss suffered by it, from the amounts due to the Contractor and the amount of Security Deposit pending with ICMR-NITM, Belagavi. The contractor shall also comply with all other Acts and Rules which are applica

ble to him or made applicable to him in future and shall maintain all such records etc. as required under these Acts and Rules.

VII. Contractor have to deposit the returns with the respective Statutory Authority ESI, PF, Contract Labour (Regulation & Abolition) Act 1970 or any other applicable act within the prescribed times.

VIII. At the end of each calendar month the contractor shall be required to submit the following

certificate along with the various monthly bills raised by him:

“Certify that I/We have made all payments towards wages as defined under the payment of

Wages Act 1936 and the Contract Labour (Regulation & Abolition) Act, 1970 in respect of

manpower engaged/employed for the execution of work awarded by ICMR-NITM, Belagavi.”

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VIII Penalty

In the event of breach of any of the terms & conditions of the contract, this office shall levy penalty. The contractor is fully aware that any breach of the conditions of this contract causes considerable loss to the company and results in loss of productivity and the penalties shall be levied so as to compensate for the losses that HIL would suffer as a result of breach of conditions of this contract by the contractor.

IX Measure Force

In the event of an order which will be subject to force majeure situation like war, riots or civil commotion, earth quake, flood and other natural calamities, under such situations neither ICMR-NITM nor the contractor shall be considered in default in performance of the work. If the force majeure situation extends beyond 30 days the contractor shall be entitled for time extension to complete the work.

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X Land Border: As per DoE, Ministry of finance, GoI O M No.6/18/2019-PPD dated 23.7.2020 GFR 144 (xi) bidder must submit the following undertaking on GeM Portal.

I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/we certify that this bidder is not from such a country. I/we hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered for procurement on GeM.

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XI Geographic Presence: Preference will be given to the bidders those who have Registered office in Karnataka region, mandatory documentary proof i.e., Organization Registration (MSME /GST / Establishment Certificate/Shop Act License) needs to be submitted.

XII Other Terms and Conditions:

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- 1) Before undertaking the contract, the bidder should furnish the details of manpower to be employed by them.
- 2) On award of contract, the bidder agency should immediately submit following documents in respect of contractual staff to be deployed at ICMR-NIT, Belagavi.
 - i) Medical Fitness Certificate from the Competent Medical Authority.
 - ii) Report on character and antecedents from the concerned police station/ authorities.
- 3) The contractor shall ensure that they deploy only qualified personnel at site as per requirement of ICMR-NITM. The contractor must provide ESI Card, Suitable uniform, ID Card / Badge, Shoes and Safety equipment at their own cost, for safety and shall ensure their proper maintenance.
- 4) The manpower deployed by the contractor as mentioned in the bid document to be maintained and if there is any difference in man power, the proportionate amount will be deducted from the monthly bill.
- 5) Behaviour of personnel employed by the contractor shall in no way be detrimental to the administration. The contractor shall provide personnel of good character, physically fit, efficient, well behaved and skillful in their duties. In case the behavior of the deployed manpower is found to be non-satisfactory, the same manpower should immediately be replaced by agency as per instruction of ICMR-NITM, Belagavi.
 - 6) Unpunctuality to duty and unauthorized absence of manpower will be viewed seriously.
 - 7) In case, any unforeseen incident/unfavorable incident occurs towards deployed manpower, the responsibility lies with agency only

XIII Enclosures:

- 1) Bidders must in writing provide Acceptance of Additional Terms and Condition (ATC) document.
- 2) The bid is liable for rejection if any of the documents/annexures requested

d in ATC is not submitted in the prescribed format.

XIV General:

- 1) No vendor can claim service charges beyond the rate at which, GeM order was placed.
- 2) Bids will be summarily rejected if the rendered services in the past do not comply with statutory provisions, viz., EPF, ESI, Payment of taxes and salary to the engaged staff, and the payments not made in a specific time.
- 3) The contractor shall observe the all rules, regulations by-laws and directions issued from time to time by statutory authorities and procure necessary Licenses if any, required to run the canteen.

XV Extension: Initially the contract is up to **31st March 2024** from the date of award of contract and it may be extended based on the project requirement as well the satisfactory performance of the bidder.

Disclaimer/अस्वीकरण

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

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

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

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

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

---Thank You/धन्यवाद---