



Bid Number: GEM/2022/B/1989600 Dated: 25-02-2022

Bid Document

| Bid Details | | |
|---|---|--|
| Bid End Date/Time | 11-03-2022 18:00:00 | |
| Bid Opening Date/Time | 11-03-2022 18:30:00 | |
| Bid Life Cycle (From Publish Date) | 90 (Days) | |
| Bid Offer Validity (From End Date) | 75 (Days) | |
| Ministry/State Name | Ministry Of Science And Technology | |
| Department Name | Department Of Scientific And Industrial Research (dsir) | |
| Organisation Name | Council Of Scientific And Industrial Research (csir) | |
| Office Name | Csir Ampri Bhopal | |
| Item Category | Hiring of Sanitation Service | |
| Contract Period | 1 Year(s) | |
| Minimum Average Annual Turnover of the Bidder | 15 Lakh (s) | |
| Years of Past Experience required | 3 Year (s) | |
| Past Experience of Similar Services required | Yes | |
| MSE Exemption for Years Of Experience and Turnover | Yes | |
| Startup Exemption for Years Of Experience and Turnover | Yes | |
| SHG Exemption for Years of Experience and Turnover | Νο | |
| Document required from seller | Experience Criteria,Bidder Turnover,OEM Annual Turnover,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 | Νο | |
| Time allowed for Technical Clarifications during technical evaluation | 2 Days | |
| Evaluation Method | Total value wise evaluation | |

EMD Detail

| Advisory Bank | State Bank of India |
|-------------------|---------------------|
| EMD Percentage(%) | 2.00 |
| EMD Amount | 61995 |

ePBG Detail

| Advisory Bank | State Bank of India |
|-------------------------------------|---------------------|
| ePBG Percentage(%) | 3.00 |
| Duration of ePBG required (Months). | 15 |

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Director Council Of Scientific And Industrial Research-Advanced Materials And Process Research (CSIR-AMPR)Hoshangabad Road, near Habibganj Naka, Bhopal, Madhya Pradesh 462026 Department of Scientific and Industrial Research (DSIR), Council of Scientific and Industrial Research (CSIR), Ministry of Science and Technology

(Dr. Avanish Kumar Srivastava)

Splitting

Bid splitting not applied.

MSE Purchase Preference

| | | | . II. |
|----|-------------------------|-----|-------|
| L | | | . 1 |
| L. | MSE Purchase Preference | Yes | . 1 |
| L | | | . 1 |
| | | | |

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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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 data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year. 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.

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

Additional Qualification/Data Required

Additional Machinery and Cleaning Agent Requirements (If any on a Monthly Basis):1645791205.pdf

Additional Scope of Work and Size of Areas to be Serviced: <u>1645791224.pdf</u>

Pre Bid Detail(s)

| Pre-Bid Date and Time | Pre-Bid Venue |
|-----------------------|---|
| 02-03-2022 15:00:00 | Council Of Scientific And Industrial Research-Advanced Materials And Process Research (CSIR-AMPR), Hoshangabad Road, near Habibganj Naka, Bhopal, Madhya Pradesh 462026 |

Hiring Of Sanitation Service (11)

Technical Specifications

| Specification | Values |
|--|---|
| Core | |
| Category of Resource | Sweeper |
| Number Of Working Days in Week | 6 |
| Type of Area | All Areas |
| Area Inclusions | All Areas |
| Cleaning Cycle | Daily |
| Cleaning Frequency | 2 |
| Cost of consumables/Equipments | Consumables and equipment to be provided by the Service Provider (cost to be included by the service provider in his offered price) |
| Machinery and Cleaning Agents | Pre Defined List |
| Addon(s) | |
| Garbage Lifting and Disposal (Per Ton Cost) | No |

Additional Specification Documents

Consignees/Reporting Officer and Quantity

| S.No. | Consignee/Reporti ng Officer | Address | Number of Resources | Additional Requirement |
|-------|---------------------------------|---|------------------------|---|
| 1 | Mini Surendran | 462026,CSIR-Advanced Materials and Processes and Research Institute(AMPRI), Formerly Known as RRL, Hoshangabad Road, Near Habibganj Naka | 11 | Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST : 17686 |

Buyer Added Bid Specific Terms and Conditions

1. 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.

2. Generic

Bidders 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 (whichever is lower), subject to the maximum of quoted GST %.

3. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. <u>Click here</u> to view the file

4. Generic

OPTIONAL SITE VISIT:

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. YES

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

5. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

6. 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.

7. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

i) The Seller fails to comply with any material term of the Contract.

ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.

iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

8. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

9. 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.

10. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of Director, CSIR-AMPRI, Bhopal payable at Bhopal.

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

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of Director, CSIR-AMPRI, Bhopal A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, 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.

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

12. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of Director, CSIR-AMPRI, Bhopal payable at Bhopal.

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

13. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name Director, CSIR-AMPRI, Bhopal Account No. 131610011004778 IFSC Code UBIN0813168 Bank Name Union Bank of India Branch address R R LAB BHOPAL .

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

14. 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, CSIR-AMPRI, Bhopal payable at Bhopal. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

15. 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, CSIR-AMPRI, Bhopal A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

16. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Director, CSIR-AMPRI, Bhopal Account No. 131610011004778 IFSC Code UBIN0813168 Bank Name Union Bank of India Branch address R R LAB BHOPAL . Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

17. Financial Criteria

NET WORTH: Net Worth of the OEM should be positive as per the last audited financial statement.

18. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment Click here to view the file.

19. 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.

20. Certificates

ISO 9001: The bidder or the OEM of the offered products must have ISO 9001 certification.

21. Certificates

Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.

22. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): As per Annexure C in additional Terms and Condition. In case of Documents shortcoming tender is liable to be rejected.

23. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Annexure-B

ADDITIONALS TERMS AND CONDITIONS OF THE HOUSEKEEPING AND SANITATION/CLEANING SERVICES CONTRACT AT CSIR-AMPRI, BHOPAL

- Bidder must be from Registered firms holding licence as applicable under CL(R&A) Act and having experience and expertise in providing Manpower in CSIR/or its National Laboratories/Govt./Semi Govt. /Public/Private sector Undertakings / Business Houses/Industry of repute who employ the persons trained for providing aforementioned services.
- 2. The firm must be registered with Bhopal Administration/Licensing authority or any state/Union Territory/Labour Commissioner, Bhopal/Any State /U.T. of India.
- 3. The bidder(s) has to submit bid security declaration form (as per Annexure-I).
- 4. The bidder(s) must quote the WORKABLE **service charge in percentage** in figures as well WORDS. Workable rates should be positive.
- 5. Director CSIR-AMPRI, Bhopal does not bind himself to accept the lowest tender and reserves the right to reject or partially accept any or all the tenders received without assigning any reasons whatsoever.
- 6. Canvassing in connection with the tenders is strictly prohibited and the tender of anyone resorting to canvassing will be liable for rejection on that ground alone.
- 7. The bidder(s) shall specifically declare that he is related or not related to any officer in CSIR-AMPRI/or in any of the Laboratories/Institutes of the CSIR. If yes, then details of such relationship have to be furnished alongwith Technical Bid of this Tender document.

| 8. | Conditional | tenders | are | liable | to | be |
|-----------|-------------|---------|-----|--------|----|----|
| rejected. | | | | | | |

- 9. The contractor should deploy properly trained workers for aforementioned services who are below the age of 60 years.
- 10. The contractor shall maintain a register in the prescribed format for marking the attendance by his worker deployed by them, which shall be seen and verified.
- 11. In case of any theft, loss the matter will be reported to the office. If after a departmental enquiry, it is found that the loss has occurred due to negligence of the contractor's workers on duty, the Director, CSIR-AMPRI, Bhopal will have full powers to recover the loss in full or in part from the dues or security deposit of the contractor. The decision of the Director CSIR-AMPRI, in this regard will be final and binding on the contractor.
- 12. During surprise checks by any authorized officer of the Institute, if a particular

worker is found negligent/sleeping/drunk on duty the contractor will have to withdraw the worker (s) from the Institute forthwith, which may even, entail cancellation/termination of contract for the rest of the period.

- 13. The contractor will have to carry out the instructions regarding contract workers issued by the Institute from time to time.
- 14. The rate agreed to by CSIR-AMPRI and the contracting agency shall be paid during the period of the contract. However additional payment on account of enhancement of statutory/legal charges such as variable DA etc. will be paid over and above the rate agreed upon from the date as applicable.
- 15. It is the responsibility of the Contractor to make payment to his workers latest by 7th of every month POSITIVELY and claim reimbursement thereafter. The contractor in the presence of officer(s) nominated by the Lab shall make payment to his worker through 'Bearer Cheque' at his own cost. Wages shall not be less than the minimum wages under the minimum wages Act applicable for M.P. CSIR-AMPRI reserves the right to check periodically payment of wages made by him to his worker.
- 16. EPF/ESIC Contribution: Contractors taking part in this tender process must be registered with the EPF & ESIC authorities. In support of this a copy of the EPF and ESIC registration Certificate must be submitted along with Technical Bid of the Tender without which the tender/offer will not be considered. Those contractors who are not

registered with EPF and ESIC authorities at Bhopal will have to obtain Sub-Registration Number/ Sub Code Number from EPF and ESIC authorities at Bhopal within Ten days from award of Contract. It shall be the responsibility of the contractor to deposit EPF & ESI contribution to the concerned authorities and in the local bank authorized for the purpose, within the stipulated time as per rule. In addition to this the contractor shall produce EPF /ESIC account no. of its individual contract workers within one month from the date of payment, failing which appropriate action will be initiated by the Institute.

- 17. In the event of a worker (s) not reporting for duty, alternate arrangements (badli worker) will be made by the contracting agency.
- 18. The contractor shall ensure his presence at a short notice when required by the Management.
- 19. No residential accommodation will be provided to the contract workers.
- 20. Number of contract worker (s) and supervisors to be deployed shall be intimated to the office from time to time, depending on requirement of work.
- 21. Income Tax and other dues as applicable from time to time by the Govt., shall be deducted at source from the monthly bills of the contractor.

22. The contractor shall issue Photo ID cards to every worker (s) duly signed and the worker (s) would be required to display them on their person while they are on the premises of CSIR-AMPRI.

23. The Director, CSIR- AMPRI shall have the right to adopt any measures/set-up a

system for ensuring proper performance of duty and punctuality of his worker deployed by the contractor. The number of manpower may be increased depending upon the exigency of work load to be assessed by CSIR-AMPRI, Bhopal and intimated to the contractor.

24. VALIDITY OF OFFER: The offer will be kept valid for acceptance for a period of 90 days from the date of opening of tenders.

25. Duration of Contract: Period for carrying out the work will be one year with trial period of six months (if required) or less than that depending upon the performance, unless terminated earlier by Director, CSIR-AMPRI and his decision in this regards will be final.

26. Director CSIR-AMPRI, Bhopal reserves the right to award the whole contract to one contractor or award the contract in two or more parts at his discretion

27. Before tendering, for Contract the bidder(s) should inspect the site to fully acquaint himself about the condition with regard to No. of persons to be deployed, accessibility of site, nature and extent of ground, working condition at site and movement of Labour etc. required for the satisfactory execution of the work. No claim whatsoever on such account shall be entertained by the Institute in any circumstances.

28. Any compensation for disengagement on account of death, disability of any labourer provided for deployment in the Institute campus, even if such disability manifests after the termination of the contract shall be contractor's exclusive liability.

29. The contractor shall not sublet this contract or any part thereof to any other party.

30. The contractor or labourers engaged by him will not be on the payroll of the AMPRI and will not be entitled to any benefit as applicable to the employees of CSIR/AMPRI.

31. The decision of the Director, CSIR-AMPRI, regarding any disputes whatsoever arising out of the contract will be final and binding on the Contractor.

32. The contractor must sign and submit each paper of the Tender document in Technical Bid of their offer in token of his accepting terms & conditions of Tender document.

33. Tenders which do not fulfill all or any of the above conditions or are incomplete in any respect are liable to be rejected

34. In case, integrity, character and behavior of any of the contractor's labourers is found doubtful, he would be replaced by contractor on receiving instructions from the authorized officer.

35. When the labourers supplied by the Contractor fall short of the specified number. CSIR-AMPRI reserves the right to debit proportionately per absentee manday from monthly payments due to the Contractor besides imposing penalty in the discretion of the Director, CSIR-AMPRI, Bhopal.

The following rates are presently applicable/paid by the Institute for manpower for Housekeeping and Sanitation/CLEANING Services.

Statutory Payments:-

| Presently | Un-Skilled Worker (as per Deputy Chief Labor C o m m i s s i o n e r (Central), Ministry of Labour, Govt of India, Jabalpur notification) | |
|-------------------------------------|---|--|
| Wage | Rs.546/- per day | |
| EPF-Employers Shares- 13% | Rs.70.98 /- per day | |
| ESI- Employers Shares- 3.25% | Rs.17.74 /- | |
| Bonus 8.33% (as per eligibility) | Rs.45.48/- | |
| GST | @ 18 % | |
| Service Charge | % on wage to be quoted by Firm/Contractor. | 5. The Contractor has to open full functioning office at |

Bhopal within one month in the event of the award of the contract.

- 37. In the event of any contradiction in the wordings/meaning/interpretation between the tender terms and the enclosed agreement format, the wordings/meaning/interpretation of enclosed agreement shall be treated final and binding for all purposes.
- 38. That it is expressly understood and agreed between the parties to this Agreement that the persons deployed by the Contractor for the services mentioned above shall be the employees of the Contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the Contractor and in no case, shall a relationship of employer and employee between the said persons and the CSIR-AMPRI/CSIR shall accrue/arise implicity or explicitly.
- 39. Any case filed by the worker(s) is to be contested by the contractor.
- 40. The contractor shall provide emergency medical treatment to its Contract Worker through hospital etc, in case of need, failing which any cost incurred by the AMPRI, Bhopal towards the treatment shall be recovered/adjusted from the payment due/security deposit of the Contractor.
- 41. The contractor has to deploy fulltime supervisor at his own cost to supervise the contract.
- 42. The contractor has to ensure that all statutory requirements of Central/ M.P. Govt. is fulfilled.
- 43. The contractor should adher to the rules and guidance issued by the concerned Labour Commissioner from time to time.
- 44. Agreement to be executed: After award of work to the successful bidder, the bidder had to execute agreement as per CSIR agreement format on a Rs. 100/stamp paper within 15 days of award of work. The cost of stamp paper will be borne by the firm/contractor.
- 45. <u>Technical Requirement of Bids:</u> Copies of the following documents should be submitted along with the Technical Bid in the attached proforma (Annexure-II) on the company/firms letter head accepting all the terms and conditions/Service Level Agreements and Additional terms and conditions.
 - a) The Service Provider must have an average annual turnover of Rs. 14.00 Lakhs (Rs. Fourteen Lakhs only) during the last three Years certified by the Chartered accountant.
 - b) Experience Certificate in the field of Housekeeping & Sanitation/Cleaning Services during last three years. The certificate should be issued by concerned Organization. Work completion certificate must be uploaded along with bid documents.
 - c) Registration under shops and Establishment Act 1958/Company Act etc.
 - d) Registration certificates under contract Labour (R&A) Act 1970.
 - e) Self-Attested Copy of GST Registration certificate.

- f) Self-Attested Copy of PAN Card.
- g) EPF registration numbers/certificates.
- h) ESIC registration numbers/certificates.
- i) Copy of Balance Sheet or Turnover duly certified by Chartered Accountant of last three financial years i.e. 2020-21, 2019-20 & 2018-19.
- j) Income tax return for last three financial years i.e 2020-21, 2019-20 & 2018-19.
- k) Self-Certificate for Non-Blacklisting/debarment
- I) Certificate for not under financial liquidation/court attachment.
- m) EMD declaration form in the attached proforma (Annexure-1).
- n) Code of Integrity/Integrity Pact. (Form can be downloaded from bid documents).

Note:

- i. Tender without these documents shall be summarily rejected and no representation will be considered.
- ii. MSME/Start-up will be given relaxation as per Govt. Norms in the Experience and Turnover subject to meeting other Technical Bid Criteria.

ANNEXURE-I

Bid Security Declaration

<mark>Form</mark>

Date: _____ Tender No.____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of :

- (i) the receipt of your notification of the name of the successful Bidder; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

| Dated on | day of | _ (insert date of signing) |
|----------|--------|----------------------------|
|----------|--------|----------------------------|

Corporate Seal (where appropriate)

<u>Annexure-II</u>

Qualification criteria for Technical Bid:

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For Technical Bids qualification the vendors/firms must provide the following details on their letter heads along with documentary proofs. Non submission of the necessary information shall be liable to be rejection of bid and no further communication will be entertained.

| Sr .No. Document to be uploaded with bids documents | | Details / Number of the documents uploaded (page No. of each documents must be mentioned) | |
|---|--|--|--|
| | Registered Name of firm/Agency | | |
| | Head/Branch office Addresses in Bhopal with Contact Details and E-mail | | |
| | One self-attested recent passport size photograph of the Authorized person of the firm/agency, with name, designation, and address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/ Partners also. | | |
| | Valid Establishment Regn./ Incorporation Certificate under Co- Operative Societies Act/Shops and Commercial Establishment Act-1961/ Indian Companies Act etc. | | |
| | EMD declaration Certificate/Bid Security Amount | | |
| | Valid Licence No. under Contract Labour (R&A) Act, 1970. | | |
| | Self attested copy of PAN Card No. | | |

| Self attested copy of Firm GST Registration Certificate No. | |
|---|--|
| Copy of previous 03 Financial Year's Income Tax Return (2020-21, 2019-20 & 2018-19) To be enclosed | |
| Self attested copy of valid Employee Provident Fund Registration number. | |
| Self attested copy of valid ESIC Registration No. | |
| Experience/work completion Certificate to be enclosed issued by Concern Office/ Dept. / Organization (To be enclosed) as per NIT | |
| Copy of Balance Sheet or Turn over duly certified by Chartered Accountant of last 03 Financial years (2020-21, 2019-20 & 2018-19 To be enclosed) | |
| Self Certificate for non – black listing by any Organization / Office during last 03 years –To be enclosed | |
| Current Solvency Certificate issued by a Nationalised /Scheduled Bank. To be enclosed | |
| Code of Integrity/Integrity Pact Certificate (To be downloaded and self attested copy must be uploaded) | |

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them. In case any of the above details at any stage before/after award of works is/are found false/incorrect then the contract/tender is liable to be rejected/cancelled, Bid Security/Performance Security Deposit can be forfeited and necessary action can be taken against my/our firm as per rules.

(Signature of the bidder)

Name and Address (with seal)

24. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

25. Buyer Added Bid Specific SLA

File Attachment Click here to view the file.

26. Past Project Experience

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

b. Execution certificate by client with order value.

c. Any other document in support of order execution like Third Party Inspection release note, etc.

27. 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.

28. Service & Support

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

29. Service & Support

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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 <u>General Terms and Conditions</u>, conditons stipulated in Bid and <u>Service Level</u> <u>Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions 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.

