

Bid Document

Bid Details	
Bid End Date/Time	17-08-2022 15:00:00
Bid Opening Date/Time	17-08-2022 15:30:00
Bid Offer Validity (From End Date)	80 (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 (For 3 Years)	15 Lakh (s)
Years of Past Experience Required for same/similar service	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Turnover	Yes
Startup Exemption for Turnover	Yes
Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Time allowed for Technical Clarifications during technical evaluation	2 Days
Estimated Bid Value	3110500
Evaluation Method	Total value wise evaluation

EMD Detail

Advisory Bank	State Bank of India
EMD Percentage(%)	0.50
EMD Amount	15553

ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

(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

CSIR – Advanced Materials And Process Research Institute (AMPRI), 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

MSE Purchase Preference	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". 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 Scope of Work and Size of Areas to be Serviced:[1659510028.pdf](#)

Additional Machinery and Cleaning Agent Requirements (If any on a Monthly Basis):[1659510602.pdf](#)

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
10-08-2022 11:00:00	CSIR - Advanced Materials And Process Research Institute (AMPRI) 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	Cost of consumables to be reimbursed to service provider on actual basis
Machinery and Cleaning Agents	Customised List
Addon(s)	
Garbage Lifting and Disposal (Per Ton Cost)	Yes

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources	Additional Requirement
1	Sanjay Kumar	462026,CSIR-Advanced Materials and Processes and Research Institute(AMPRI), Formerly Known as RRL, Hoshangabad Road, Near Habibganj Naka	11	<ul style="list-style-type: none"> • Monthly Volume of Garbage (In Tons) : 2 • Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST : 17914

Buyer Added Bid Specific Terms and Conditions

1. 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.

2. 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.

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. [Click here 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

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. **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.

7. **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.

8. **Payment**

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

9. **Forms of EMD and PBG**

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.

10. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). 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 the favour of the 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

11. **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.

12. **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 on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

13. 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.

14. 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.

15. 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.

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

Text Clause(s)

SCOPE OF WORK FOR HOUSEKEEPING AND SANITATION SERVICES AT CSIR-AMPRI, BHOPAL

1. The Contractor's scope of work shall consist of providing Housekeeping and Cleanliness services to the Institute buildings, corridors, open space around buildings, clean rooms, various laboratories, Guest House etc. and for maintenance of all bathrooms/toilets etc. in the institute.
2. Cleanliness services are also to be provided in the CSIR-AMPRI colony area including cleaning of all Roads, approach paths, foot-paths on both sides of the roads, cleaning and lifting of garbage from round and inside the various garbage pits located in the Inst./Colony area. Numbers of persons are to be deployed by the contractor on job contract basis, after ascertaining the work area manpower requirement and other relevant factors (At present 11 Safaiwala workers are deployed for the above work). Job specification is as under:-
 - a) It shall be the responsibility of the contractor to keep the desired location hygienic to the satisfaction of the CSIR-AMPRI, Bhopal. Required materials (Consumables) for assigned task will be supplied by the CSIR-AMPRI, Bhopal to the contractor. It shall be responsibility of the contractor to satisfy the CSIR-AMPRI, Bhopal that the use of such cleaning materials is made diligently and only for the assigned task as covered by the agreement.

- b) Sweeping and mopping of all the rooms, laboratories, offices, corridor etc.
- c) Dusting of the furniture, fitting and fixtures of the laboratory.
- d) Removal of cobweb.
- e) Sweeping of Road, foot path, pathway, pavements, terrace, stair case and open area.
- f) Garbage collection and its disposal.
- g) Cleaning of all the toilets and bath rooms with cleaning/washing powder and putting disinfectant, air freshener and naphthalene balls minimum twice a day to the entire satisfaction of authorized representative(s) of Director. At present total number of toilets are numbering to 20. The number may increase.
- h) Cleaning /sweeping of main gate, main road, in front of main gate all the roads of the entire CSIR-AMPRI Campus.
- i) Garbage collection from staff quarters situated at CSIR-AMPRI campus every day including holidays and of days and its disposal. At present total number of quarter is 101 and it may increase.
- j) Sweeping and mopping of staircase of all the staff quarters and sweeping of approach roads.
- k) Removals of chokes from drainage from time to time and periodical cleaning of under ground drains and open drains.
- l) Special cleaning of all the drains, outlets, terrace, etc. before monsoon to avoid any water stagnation and leakage.
- m) Sweeping, mopping and cleaning of CSIR-AMPRI Guest house comprising with 10 rooms and adjacent area to the entire satisfaction of authorized representative(s) of Director round the clock on all the days of week including holidays and off days.
- n) Any other allied work assigned from time to time.

Note: The cleaning materials/chemicals & machinery will be provided by Contractor as per requirement of this office and the same will be reimbursed to contractor on production of bill without service charge.

17. 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.

18. 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 D IN ADDITIONAL TERMS AND CONDITION.

19. 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

1. 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 Sector Undertakings 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-E) .
4. 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.
5. 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.
6. 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.
7. Conditional tenders are liable to be rejected.
8. **The contractor should deploy properly trained workers for aforementioned services who are below the age of 60 years.**
9. 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.
10. 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.
11. 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.
12. The contractor will have to carry out the instructions regarding contract workers issued by the Institute from time to time.
13. 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.
14. 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.

15. 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.
16. In the event of a worker (s) not reporting for duty, alternate arrangements (badli worker) will be made by the contracting agency.
17. The contractor shall ensure his presence at a short notice when required by the Management.
18. No residential accommodation will be provided to the contract workers.
19. 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.
20. 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.
21. 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.
22. 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.
23. **VALIDITY OF OFFER:**The offer will be kept valid for acceptance for a period of 90 days from the date of opening of tenders.
24. **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. The contract duration can be extended for one more year with mutual consent. The decision of Director, CSIR-AMPRI will be final in this regard.

25. 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

26. 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.

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

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

29. 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.

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

31. 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.

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

33. 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.

34. The Contractor has to open full functioning office at Bhopal within one month in the event of the award of the contract.

35. 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.

36. 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 implicitly or explicitly.
37. Any case filed by the worker(s) is to be contested by the contractor.
38. 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.
39. The contractor has to deploy fulltime supervisor at his own cost to supervise the contract.
40. The contractor has to ensure that all statutory requirements of Central/ M.P. Govt. is fulfilled.
41. The contractor should adhere to the rules and guidance issued by the concerned Labour Commissioner from time to time.
42. 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.

43. Technical Requirement of Bids:

Copies of the following documents should be submitted along with the Technical Bid in the attached proforma(Annexure-D) on the company/firms letter head accepting all the terms and conditions/Service Level Agreements and Additional terms and conditions. The non-submission of technical details in the Annexure-D, the bid is liable to be rejected and no representation will be entertained in this regards.

Annexure-D

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/documents in this format (Annexure-D)

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)
1.	Registered Name of firm/Agency	
2.	Head/Branch office Addresses in Bhopal with Contact Details and E-mail	

3.	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.	
4.	Valid Establishment Regn./ Incorporation Certificate under Co-Operative Societies Act/Shops and Commercial Establishment Act-1961/ Indian Companies Act etc.	
5.	Bid Security declaration Certificate OR /Bid Security Amount	
6.	Valid Licence No. under Contract Labour (R&A) Act, 1970.	
7.	Self attested copy of PAN Card No.	
8.	Self attested copy of Firm GST Registration Certificate No.	
9.	Copy of previous 03 Financial Year's Income Tax Return (2021-22,2020-21, 2019-20) To be enclosed	
10.	Self attested copy of valid Employee Provident Fund Registration number.	
11.	Self attested copy of valid ESIC Registration No.	
12.	ISO Certificate for Cleaning Work	
13.	Copy of Turn over duly certified by Chartered Accountant of last 03 Financial years (2021-22,2020-21, 2019-20) To be enclosed)	
14.	Self Certificate for non - black listing by any Organization / Office during last 03 years -To be enclosed	

15.	Solvency Certificate issued by a Nationalised /Scheduled Bank. To be enclosed (Less than 01 year period from the date of issue of this tender)	
16.	Code of Integrity& Conflict of Interest (To be downloaded from additional terms & conditions and self-attested copy must be uploaded)	
17.	Experience: <u>Work completion Certificate</u> to be enclosed issued by Central/StateGovt.Organisation, Govt. Institute/University,Other Govt. Offices (To be enclosed)	Only work completion certificate in relevant area shall be considered.

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)

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Note:

- i. Tender without these documents in the above format (Annexure-D) shall be summarily rejected and no representation will be considered.
- ii. MSME/Start-up will be given relaxation as per Govt. Norms in the Turnover subject to meeting other Technical Bid Criteria.
- iii. Annexure- D along with all relevant documents to be uploaded in **One file only.** Bidder can upload other documents in separate file.

ANNEXURE-E

Bid Security Declaration

Form

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 the 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)

20. **Buyer Added Bid Specific ATC**

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

21. **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.

22. **Service & Support**

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

23. **Service & Support**

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

24. **Service & Support**

The Service Provider is required to have at least 40 % of the required manpower on service provider's payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

25. **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.

26. **Buyer Added Bid Specific SLA**

Text Clause(s)

AGREEMENT FOR HOUSEKEEPING SANITATION AND CLEANING

This AGREEMENT made on this between the COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH, a Society registered under the Societies Registration Act and having its office at "AnusandhanBhawan", Rafi Marg, New Delhi (hereinafter referred to as CSIR-AMPRI, BHOPAL) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors

and assigns of the ONE PART.

And

M/S
(hereinafter referred to as Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns of the OTHER PART.

WHEREAS the CSIR-AMPRI, BHOPAL is desirous of giving a job contract for providing the Housekeeping and Sanitation Services/Cleaning Services arrangement at CSIR-Advanced Materials & Processes Research Institute, Bhopal (Name of the Lab./Instt.) Which is a constituent unit of CSIR (hereinafter referred to as Lab./Instt.) and whereas the contractor has offered to provide the Housekeeping and Sanitation Services/Cleaning Services arrangement on the terms and conditions hereinafter stated.

WHEREAS Contractor has represented that he is a registered Contractor under the provisions of Contract Labour (Regulation and Abolition Act), 1970 and has further represented that he is eligible to get this contract and there is no legal or any other bar for him in this respect. Any obligations and/or formalities which are required to be fulfilled under the said Act or any amendment thereto for the purpose of entering into and/or execution of this contract shall be carried out by the contractor at his own expenses, etc and the contractor shall report the compliance thereof to the CSIR-AMPRI, BHOPAL. The contractor shall be solely liable for any violation of the provisions of the said Act or any other Act.

WHEREAS CSIR-AMPRI, BHOPAL has agreed to award the contract of work of Housekeeping and Sanitation Services/Cleaning Services hereinafter mentioned as work assigned details of which are given at Annexure 'A'.

ANDWHEREAS the contractor has agreed to furnish to the Lab/Instt. a security deposit of Rs...../- (Rupees only) by way of Bank Guarantee or Fixed Deposit Receipt.

NOW THEREFORE BY THESE ARTICLES AND ON THE PREMISES mentioned above, the parties have agreed to as under:-

A. GENERAL CONDITIONS

1. 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, Bhopal shall accrue/arise implicitly or explicitly.
2. That on taking over the responsibility of providing Housekeeping and Sanitation/Cleaning arrangements, the contractor shall formulate the mechanism and duty assignment of work to its personnel in consultation with the Director, CSIR-AMPRI, Bhopal or his nominee. Subsequently, the contractor shall review the work assigned from time to time and advise the Director, CSIR-AMPRI, Bhopal for further streamlining their system. The contractor shall further be bound by and carry out the directions/instructions given to him by the Director, CSIR-AMPRI, Bhopal or the officer designated by the Director in this respect from time to time.
3. That the Director, CSIR-AMPRI, Bhopal or any other person authorized by the Director shall be at liberty to carry out surprise check on the persons as deployed by the contractor in order to ensure that persons deployed by him are doing their duties.
4. That in case any of the persons so deployed by the contractor does not come upto the mark or does not perform his duties properly or commits misconduct or indulges in any unlawful riots or disorderly conduct, the contractor shall immediately withdraw and take suitable action against such persons on the report of the Director, CSIR-AMPRI, Bhopal in this respect. Further, the contractor shall immediately replace the particular person so deployed on the demand of the CSIR/ Director, CSIR-AMPRI, Bhopal in case of any of the aforesaid acts on the part of the said person.

B. CONTRACTOR'S OBLIGATIONS

1. That the Contractor shall carefully and diligently perform the work assigned to him as mentioned at Annexure-'A' as deemed fit by him in consultation with the Institute.
2. That for performing the assigned work, the Contractor shall deploy medically and physically fit persons. The Contractor shall ensure that the persons are punctual and disciplined and remain vigilant in performance of their duty.
3. That the contractor shall submit details such as, names, parentage, residential address, age etc. of the persons deployed by him in the

premises of the Institute for the purpose of proper identification of the employees of the contractor deployed at various points, he shall issue identity cards bearing their photographs/identification, etc. and such employees shall display their identity cards at the time of duty.

4. That the Contractor shall be liable for payment of wages and all other dues which they are entitled to receive under the various labour laws and other statutory provisions.
5. That the contractor shall at their own cost, if required take necessary insurance cover in respect of the aforesaid services rendered to Director, CSIR-AMPRI, Bhopal and shall comply with the statutory provisions of Contract Labour (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act 1952; The Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; Employment of Children Act, 1938. Maternity Benefit Act and/ or any other Rules/regulations and or statutes that may be applicable to them.
6. That the Contractor shall be solely responsible for any violation of provision of the labour laws or any other statutory provisions and shall further keep the CSIR/ CSIR-AMPRI, Bhopal indemnified from all acts of omission, fault, breaches and/ or any claim, demand, loss, injury and expense arising out from the non compliance of the aforesaid statutory provisions. Contractor's failure to fulfill any of the obligations hereunder and/or under the said Acts, rules/regulations and/or any bye-law or rules framed under or any of these, the CSIR/CSIR-AMPRI, Bhopal shall be entitled to recover any of the such losses or expenses, which it may have to suffer or incur on account of such claims, demands, loss, or injury, from the contractors monthly payments.
7. That the contractor shall be required to maintain permanent attendance register/roll within premises which will be open for inspection and checking by the authorized officers of CSIR-AMPRI Bhopal.
8. That the Contractor shall make payment of wages, etc. to the persons so deployed in the presence of representative of CSIR/ Director, CSIR-AMPRI, Bhopal as per rule and then claim reimbursement thereafter and shall on demand furnish copies of wage register/muster roll, etc. to the CSIR-AMPRI, Bhopal for having paid all the dues to the persons deployed by him for the work under the Agreement. This obligation is imposed on the Contractor to ensure that he is fulfilling his commitments, towards his employees so deployed, under various Labour Laws, having regard to the duties of CSIR-AMPRI, BHOPAL in this respect as per the provisions of Contract Labour (Regulation and Abolition) Act, 1970. The Contractor shall comply with or cause to be complied with the Labour regulations from time to time in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorized made, maintenance of wages book, wage slip, publication of scale of wages and terms of employment, inspection and submission of periodical returns.
9. That the contractor shall submit the proof of having deposited the amount of ESI & EPF contributions towards the persons deployed at

CSIR-AMPRI, Bhopal buildings in their respective names before submitting the bill for the subsequent month. In case the contractor fails to do so, the amount claimed towards ESI & EPF contribution will be withheld till submission of required documents.

10. The Contractor shall take all reasonable precautions to prevent any unlawful riot or disorderly conduct or acts of his employees so deployed and ensure preservation of peace and protection of persons and property of CSIR-AMPRI, Bhopal.
11. That the Contractor shall deploy his persons in such a way that they get weekly rest. The working hours/leave for which the work is taken from them do not violate relevant provisions of Shops and Establishment Act. The Contractor shall in all dealings with the persons in his employment have due regard to all recognized festivals, days of rest and religious or other customs. In the event of the Contractor committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the Director, CSIR-AMPRI, Bhopal a sum as may be claimed by CSIR-AMPRI, BHOPAL.
12. The Contractor shall remove all workers deployed by him on termination of the contract or on expiry of the contract from the premises of the CSIR-AMPRI, Bhopal and ensure that no such person shall create any disruption/hindrane/problem of any nature in CSIR-AMPRI, Bhopal either explicitly or implicitly.
13. The security money so deposited shall be liable to be forfeited or appropriated in the event of unsatisfactory performance of the Contractor and / or loss/ damage if any sustained by the Institute on account of the failure or negligence of the workers deployed by him or in the event of breach of the agreement by the Contractor.
14. The security will be refunded to the Contractor within one month of the expiry of the contract only on the satisfactory performance of the contract.
15. That the Contractor shall keep the CSIR-AMPRI, BHOPAL indemnified against all claims whatsoever in respect of the employees deployed by the Contractor. In case any employees of the Contractor so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the Contractor to contest the same. In case CSIR/CSIR-AMPRI, BHOPAL is made party and is supposed to contest the case, the

CSIR/ CSIR-AMPRI, BHOPAL will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses which shall be paid in advance by the Contractor to CSIR/ CSIR-AMPRI, BHOPAL on demand. Further, the Contractor shall ensure that no financial or any other liability comes on CSIR/ CSIR-AMPRI, BHOPAL in this respect of any nature whatsoever and shall keep CSIR/ CSIR-AMPRI, BHOPAL indemnified in this respect.

16. The Contract shall further keep the CSIR-AMPRI, BHOPAL indemnified against any loss to the CSIR-AMPRI, BHOPAL property and assets. The CSIR-AMPRI, BHOPAL shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payment due to the Contractor under this contract.

C. AMPRI, BHOPAL'S OBLIGATIONS

1. That in consideration of the services rendered by the contractor as stated above, he shall be paid **service charge@% on minimum wage on monthly basis which shall remain fixed throughout the contractual period.** Such payment shall be reimbursed to the contractor after the workers have been paid monthly wage on or before the 7th day of the month on the basis of the bills raised by the contractor and duly certified by the officer designated by Institute in this regard.
2. That the aforesaid service charge has been agreed to be paid by CSIR-AMPRI, Bhopal to the contractor every month.
3. That payment on account of enhancement/escalation charges on account of revision in wages by the appropriate Government from time to time shall be payable by the CSIR-AMPRI, Bhopal to the contractor.
4. That the CSIR-AMPRI, Bhopal shall reimburse the amount of service tax, if any, paid by the contractor to the authorities on account of the services rendered by him. This reimbursement shall be admissible on production of proof of deposit of the same by the contractor.

D. PENALTIES / LIABILITIES

1. That the Contractor shall be responsible for faithful compliance of the terms and conditions of this agreement. In the event of any breach of the agreement, the same may be terminated and the security deposit will be forfeited and further the work may be got done from another agency at his risk and cost.
2. That if the Contractor violates any of the terms and conditions of this agreement or commits any fault or their services are not to the entire satisfaction of officer authorized by the Director of the Institute in this behalf, a penalty leading to a deduction up to maximum of 10% of the total amount of bill for a particular month will be imposed.

E. COMMENCEMENT AND TERMINATION

1. That this agreement shall come into force w.e.f. and shall remain in force for a period of i.e. upto..... This agreement may be extended on such terms and conditions as are mutually agreed upon.
2. That this agreement may be terminated on any of the following contingencies:-
 - a) On the expiry of the contract period as stated above
 - b) By giving one month's notice by CSIR/ AMPRI, Bhopal on account of:
 - i) Committing breach by the Contractor of any of the terms and conditions of this agreement.
 - ii) Assigning the contract or any part thereof to any sub contractor by the Contractor without written permission of the Laboratory/Institute.
 - c) On contractor being declared insolvent by competent Court of Law.

During the notice period for termination of the contract, in the situation contemplated above, the contractor shall keep on discharging his duties as before till the expiry of notice period.

F. ARBITRATION

1. In the event of any question/dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under this agreement) the same shall be referred to the Delhi International Arbitration Centre for appointment of Arbitrator to adjudicate the dispute.
2. The award of the Arbitrator shall be final and binding on the parties. The Arbitrator may give interim award(s) and/or directions, as may be required.
3. Subject to the aforesaid provisions, the Arbitration & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

IN WITNESS WHEREOF the parties hereto have signed these presents on the date, month and year first above written.

For and on behalf of The Contractor

For and on behalf of
CSIR-Advanced Materials & Processes Research Institute

Formerly : Regional Research Laboratory,
(Council of Scientific & Industrial Research)
Hoshangabad Road, Near Habibganj Naka,
Bhopal - 462026 (M.P.)

WITNESS

1. -----
2. -----

27. Buyer Added Bid Specific SLA

File Attachment [Click here to view the file.](#)

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 specifications 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditons 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 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.

---Thank You---