



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5067969
Dated/दिनांक : 25-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	16-07-2024 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	16-07-2024 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Science And Technology
Department Name/विभाग का नाम	Department Of Scientific And Industrial Research (dsir)
Organisation Name/संगठन का नाम	Council Of Scientific And Industrial Research (csir)
Office Name/कार्यालय का नाम	Csir Ampri Bhopal
Item Category/मद केटेगरी	Horticulture Service - Manpower Based Model - Maintenance of Garden/Lawn/Field/Nursery/Park; General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning, Cleanin..
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	100 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

Bid Details/बिड विवरण

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	5 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

(a). 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, CSIR-AMPRI

Advanced Materials and Processes 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 (Director)

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

1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
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

Total X number of projects for providing Horticulture service with Value not less then Y in the past Z year (up to 5 years) in sector of A:see ATC

Geographic Presence In States:Bhopal/MP or see ATC

If you want to add additional conditions in addition to standard SLA then please mention the clauses of additional SLA.:see ATC and SLA

Horticulture Service - Manpower Based Model - Maintenance Of Garden/Lawn/Field/Nursery/Park; General Maintenance Of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding), Applying Fertilizers, Applying Pesticides, Trimming & Pruning, Cleanin.. (12)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Horticulture service	Maintenance of Garden/Lawn/Field/Nursery/Park
Scope of Work	General Maintenance of Plant (Mowing, Strimming, Laying, Sweeping, Watering, Weeding) , Applying Fertilizers , Applying Pesticides , Trimming & Pruning , Cleaning & Painting of Potted Plants
Profiles	Gardner (Mali)
Skill Category	Unskilled
Educational Qualification	Not required
Experience	3 to 7 Years
Certifications/Training/Membership	Not required
Addon(s)/एडऑन	
Inorganic Fertilizers	Yes
Organic Fertilizers	Yes
Insecticides	Yes
Herbicides	Yes
Rodenticides	NA
Bactericides	NA
Fungicides	Yes
Larvicides	NA
Fruit	Yes
Herb	Yes
Bonsai	Yes
Flower	Yes
Foilage	Yes
Shrub	Yes
Succulent	Yes

Specification	Values
Electric Lawn Mover	Yes
Tractor	Yes
Chain Saw	Yes
Irrigation System	Yes
Concrete Pots/Container - 6 Inches	Yes
Concrete Pots/Container - 12 Inches	Yes
Grass carpet	Yes

Additional Details/अतिरिक्त विवरण

DESIGNATION	Gardner
Title for Non Mandatory compliance 1	0
Title for Non Mandatory Compliance 2	0
Title for Non Mandatory Compliance 3	0

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	Additional Requirement/अतिरिक्त आवश्यकता
				<ul style="list-style-type: none"> • Qty of Inorganic Fertilizers : 100 • Qty of Organic fertilizers : 560 • Qty of Insecticides : 25 • Qty of Herbicides : 50 • Qty of Fungisites : 25 • Qty of Fruit

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोटिंग अधिकारी	Address/पता	Number of Resources	Plant/Trees : 200 • Qty of Herb Plant/Trees : 500 • Qty of Bonsai plants/trees : 50 • Qty of Flower plants/trees : 500 • Qty of Foliage Plant/Trees : 300 • Qty of Shrub Plant/Trees : 300 • Qty of Succulent Plant/Trees : 50 • Qty of Electric Lawn Mover : 1 • Qty of Tractor : 1 • Qty of Chain Saw : 2 • Qty of Irrigation System : 20 • Qty of Concrete Pots/Container - 6 Inches : 100 • Qty of Concrete Pots/Container - 12 Inches : 200 • Area of Grass carpet : 40000 • Total Area in Sqm. : 202343 • Total no. of working days in a month : 26 • Bonus (in % of Basic Pay) : 8.33 • EDLI (in % of Basic Pay) : 0.5 • EPF ((in % of Basic Pay) : 0.5 • ESI (in % of Basic Pay) : 3.25 • Monthly Wage/ Remuneration : 20836.03 • Non Mandatory compliance 1 (Absolute Value / Amount) : 0 • Non Mandatory compliance 2 (Absolute Value / Amount) : 0 • Non Mandatory compliance 3 (Absolute Value / Amount) : 0 • Provident Fund (in % of Basic Pay) : 12 • Deployment of Machines in months : 12 • Contract Period in Months : 12
1	Sanjay Kumar	462026,CSIR-Advanced Materials and Processes and Research Institute(AMPRI), Formerly Known as RRL, Hoshangabad Road, Near Habibganj Naka	12	

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. 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

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.

4. 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.

5. 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
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.

6. 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, CSRI-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.

7. 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
RRL 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.

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

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

9. Purchase Preference (Centre)

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 15% of total value.

10. 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.

11. Buyer Added Bid Specific ATC

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

12. 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.

13. Buyer Added Bid Specific SLA

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

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

Text Clause(s)

ANNEXURE-B

SCOPE OF WORK OF HORTICULTURE SERVICES & MAINTENANCE OF BUILDING WORK AT CSIR-AMPRI, BHOPAL

The contractor's scope of work shall consist of providing manpower (personnel) numbering **12** manpower per day (Twelve per day/week days, except Sundays) which may be increased as per requirement. The manpower provided by the contractor will be deployed for carrying out horticulture & maintenance of building activities like maintenance of lawns, avenues, hedges, shrubs, potted plants, road side plantation etc in the Institute / Campus including Guest House, Dispensary and staff residential quarters.

A. The works / activities are as follows

- (a) Maintenance and upkeep of the gardens lawns, hedges, avenues, plantations, trees at the Institute, including Guest House and staff quarters.
- (b) The contractor shall supply the manpower on all the week days except Sundays.
- (c) The contractor should arrange his own mechanism of supervision and maintenance of the attendance, records, entries (without any tampering / over writing) and discipline of his manpower provided. The record of the attendance of manpower in number only should be seen and verified by the authorized Officer of CSIR-AMPRI daily.
- (d) Watering of all the plants, trees, gardens, lawns and pots regularly.
- (e) Removal of weeds, unwanted bushes, shrubs, stones, pebbles etc for upkeep and maintenance of campus.
- (f) Pruning of the trees, hedges and avenues as and when required.
- (g) Sowing of seeds & saplings and maintaining the plants nursery.
- (h) Transplantation / plantation of saplings & plants as and when required.
- (i) Digging of pits for plantation, *thalla* making and *guddai* as and when require.
- (j) Application of Farm Yard Manure and other fertilizers to the plants, trees, and lawns
- (k) Cutting, budding and Planting of new saplings.
- (l) Grass cutting / trimming with grass cutting machine / manual cutter
- (m) Spraying or application of insecticides, pesticides, fungicides, herbicides etc to the plants / hedge s, lawns, avenues, gardens etc.
- (n) Removing / draining excess stagnated water at the plants, lawns, gardens, pots etc.
- (o) Landscaping, leveling and development of new areas for plantation, making lawns etc.
- (p) Any other horticulture and allied works required in the campus (either new or existing) arising from to time.
- (q) To provide horticulture consumable materials/services as per the following list attached (Annexure

B. The materials required for horticulture are as follows

Annexure

SPECIFICATION TO BE FILLED ON GEM				
S.N.	Description of Items	Yearly Requirement	Rate to be quoted by firm	Remarks/
1	Inorganic fertilizers:	100 Kg	Per unit	Urea/DAP etc

2 (A)	Organic Fertilizers:	60 Kg	Per unit	Vermi- Compost, Coco-pea t, Bonemeal, Rose mixture s, Cakes etc)
(B)	Organic Fertilizers:	500 kg	Per unit	Farm Yard Manure (FYM) / <i>Gobar Khad</i> --
3	Insecticides /Pesticides	25 Lit	Per unit	--
4	Herbicides	50 Lit	Per unit	--
5	Fungicides	25 Lit/Kg	Per unit	--
6	Fruit plants/trees	200 Nos	Per unit	--
7	Herb	500 Nos.	Per unit	
8	Bonsai plants	50 Nos.	Per unit	Minimum height 12 inch
9	Flower plants/trees	500 Nos.	Per unit	Minimum height 30 inch
10	Foliage plants/trees	300 Nos	Per unit	Minimum height 12 inch
11	Shrub plants/trees	300 Nos	Per unit	Minimum height 12 inch
12	Succulent plants/trees	50 Nos	Per unit	Minimum height 4 inch
13	Tractor	01 No/ 40-50 Days in a year	Per Hour ra te to be qu oted	With plough & cultivator. Per Hour rate to be filled
14	Chain Saw	02 Nos./ 40 Hrs	Per Hour ra te to be qu oted	Per hour rate to be filled
15	Irrigation system	20 Nos	Per Year ra te to be qu oted	Flexible foam/pvc pipe of 30 mtr and 1 inch dia.eac h
16	Concrete pots/container (6 i nch)	100 Nos	Per unit	--
17	Concrete pots/container (12 inch)	200 Nos	Per unit	--

	Selection No. 1 Grass for development of 40,000 sq. feet Area	40,000 sq. feet.	Per Sq. feet rate to be quoted by firm	In this institute about 40,000 sq. feet Area has to be developed for which selection No. 1 Grass is required.
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C. Uniform and ID Card and other material to be provided by contractor at his own cost:

Following material has to be provided by contractor to the contract manpower at his own cost. Therefore while pricing service charge this factor may be taken into consideration.

S.No.	Item	Quantity	Remarks
1	Uniform	12	With firm Logo
2	ID Card	12	
3	Gum boot	12	
4	Raincoat	12	

D. Biometric attendance machine : The contractor has to install biometric attendance machine in the campus for tracking the attendance of contract manpower deployed by firm at this institute at his own cost.

15. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Qualification criteria for Technical Bid:

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 mentioned in below format shall be liable to be rejection of bid and no further communication will be entertained.

Bidder must submit all below given documents copies in One PDF file with Annexure-D while uploading on GeM.

Sr .No.	Document to be uploaded with bids documents	Details / Number of the documents uploaded (page No. of each documents must be mentioned)	Remark

1.	Registered Name of firm/ Agency		
2.	Head/Branch office Addresses in Bhopal with Contact Details and E-mail		If bidder's Head/Branch office not available in Bhopal, M.P., then successful bidder has to submit self-declaration that they are bound to open branch office in Bhopal within one month from the date of Award of contract.
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.		Self-attested copy to be submitted
5.	Bid Security declaration Certificate (Mandatory to submit with Technical Bid)		For Bid Security Declaration -See Annexure-I
6.	Valid LIN No. under Contract Labour (R&A) Act, 1970.		Self-attested copy to be submitted
7.	Self attested copy of PAN Card No.		Self attested copy to be submitted
8.	Self attested copy of Firm GST Registration Certificate No.		Self-attested copy to be submitted

9.	Copy of previous 03 Financial Year's Income Tax Return (2023-24, 2022-23 & 2021-22) To be enclosed		Self-attested copy to be submitted
10.	Self-attested copy of valid Employee Provident Fund Registration number.		Self-attested copy to be submitted
11.	Self-attested copy of valid ESIC Registration No.		Self-attested copy to be submitted
12.	Experience- Work Completion Certificate to be enclosed issued by Govt. Departments / Govt. Organization (To be enclosed) for similar work/services		The bidder must have successfully executed/ completed at least one single order of 80% or two orders of 50% or three orders of 40% of the estimated bid value for similar services in the last three years.
13.	Copy of Turn over duly certified by Chartered Accountant of last 03 Financial years (2022-23, 2021-22 & 2020-21)		To be submitted. Older Turnover certificate will not be accepted.
14.	Self Certificate for non - black listing by any Organization / Office during last 03 years		To be submitted on Company Letter Head
15.	Current Solvency Certificate issued by a Nationalized /Scheduled Bank. To be enclosed		Not to be older than 6 month from the last date of submission of bid. Issued by concerned firm's bank.
16.	Code of Integrity/Conflict of Interest (To be downloaded and self attested copy must be uploaded)		Annexure-II

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

e to be rejected/cancelled, 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)

Annexure-I

Bid-Securing (Security) Declaration Form

Date: _____

Bid 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 (Minimum 90 days) 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 refuse 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 and on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

Annexure-II

Format for declaration by the Bidder for Code of Integrity & conflict of i

Interest

(On the Letter Head of the Bidder)

Ref. No: _____

Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____ I/We hereby declare that we shall abide by the Code of Integrity for Public Procurement as mentioned under Para _____ of your Tender document and have no conflict of interest as mentioned under Para _____ of Tender.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

(a)

(b)

(c)

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature

(Name of the Authorized Signatory)

Company Seal

Code of Integrity

- The bidders/suppliers should sign a declaration about abiding by the Code of Integrity for Public Procurement in bid documents. In case of any transgression of this code, the bidder is not only liable to be removed from the list of registered suppliers, but it would be liable for other punitive actions such as cancellation of contracts, banning and blacklisting or action in Competition Commission of India, and so on.
- Code of integrity for Public Procurement** The Purchaser as well as bidders, suppliers, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:
 - “corrupt practice”**: making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution;
 - “Fraudulent practice”**: any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to

secure a contract or in execution of the contract;

- C. **“anti-competitive practice”**: any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the purchaser, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;
- D. **“coercive practice”**: harming or threatening to harm, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- E. **“conflict of interest”**: participation by a bidding firm or any of its affiliates that are either involved in the consultancy contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if the bidding firm or their personnel have relationships or financial or business transactions with any official of purchaser who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the purchaser with an intent to gain unfair advantage in the procurement process or for personal gain; and
- F. **“Obstructive practice”**: materially impede the purchaser’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the purchaser’s Entity’s rights of audit or access to information;

3. **Obligations for Proactive disclosures**

- A. The Purchaser as well as bidders, suppliers, contractors and consultants, are obliged under Code of Integrity for Public Procurement to sue-moto proactively declare any conflicts of interest (coming under the definition mentioned above – pre-existing or as and as soon as these arise at any stage) in any procurement process or execution of contract. Failure to do so would amount to violation of this code of integrity; and
- B. The bidder must declare, whether asked or not in a bid document, any previous transgressions of such a code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity. Failure to do so would amount to violation of this code of integrity;
- C. To encourage voluntary disclosures, such declarations would not mean automatic disqualification for the bidder making such declarations. The declared conflict of interest would be evaluated and mitigation steps, if possible, taken by the purchaser.

4. **Punitive Provisions** Without prejudice to and in addition to the rights of the Purchaser to other penal provisions as per the bid documents or contract, if the Purchaser comes to a conclusion that a (prospective) bidder/supplier, directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the purchaser may take appropriate measures including one or more of the following:

A. If his bids are under consideration in any procurement

- i. Forfeiture or encashment of bid security;
- ii. Calling off of any pre-contract negotiations; and
- iii. Rejection and exclusion of the bidder from the procurement process.

B. If a contract has already been awarded

- I. Cancellation of the relevant contract and recovery of compensation for loss incurred by the purchaser;
- II. Forfeiture or encashment of any other security or bond relating to the procurement;

- III. Recovery of payments including advance payments, if any, made by the purchaser along with interest thereon at the prevailing rate.

C. Provisions in addition to above:

- i. Removal from the list of registered suppliers and banning/debarment of the bidder from participation in future procurements of the purchaser for a period not less than one year;
- ii. In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
- iii. Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

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

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

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

---Thank You/धन्यवाद---