

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-04-2025 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	23-04-2025 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 Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health Research
Organisation Name/संगठन का नाम	National Animal Resource Facility For Biomedical Research
Office Name/कार्यालय का नाम	Hyderabad
क्रेता ईमेल/Buyer Email	sostores-narfbr@icmr.gov.in
Item Category/मद केटेगरी	Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard
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)	80 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	6132169
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	122643

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Director NARFBR

Hyderabad, Department of Health Research, National Animal Resource Facility for Biomedical Research, Ministry of Health and Family Welfare
(Director)

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. 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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM_No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
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 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

The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years: Bidder should have executed at least 1 proj with supply of 30 Nos. of security manpower OR 2 proj with supply of 20 Nos. of security manpower to Central/State Govt.Dept/PSU/Autonomous Org last 3 FY

The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years: As per ATC

Geographic Presence: Office registration certificate: Telangana

Additional Conditions specific to this bid: As per ATC

Security Manpower Service (Version 2.0) - Office/Commercial/Institutions/ Residential; Unarmed Security Guard (10)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Type of Establishment / Area	Office/Commercial/Institutions/ Residential
Category of Profile	Unarmed Security Guard
Category of Skills	Skilled
Gender	Male
Duty Hours in a day	8
Qualification	High School
Ex Servicemen	Yes
Age Limit	Up to 50 years
Years of Experience	0 - 3 years
Additional Requirements for the Security Personnel	Ex Service man Identity card
Addon(s)/एडऑन	
Additional Details/अतिरिक्त विवरण	
Title For Optional Allowances 1	Uniform Outfit Allowances
Title For Optional Allowances 2	Uniform Washing Allowances
Title For Optional Allowances 3	1/6 Reliving Charges

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Chelimilla Prabhu	500101,ICMR-National Animal Resource Facility for Biomedical Research, Genome Valley Shamirpet (M), Hyderabad, Telangana - 500 101	10	<ul style="list-style-type: none"> • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12 • Basic Pay (Minimum daily wage) : 954 • Provident Fund (INR per day) : 1800 • EDLI (INR per day) : 75 • ESI (INR per day) : 0 • EPF Admin charge (INR per day) : 75 • Bonus (INR per day) : 0 • Optional Allowance 1 (in Rupees) : 1240.2 • Optional Allowance 2 (in Rupees) : 744.12 • Optional Allowance 3 (in Rupees) : 5781.88

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

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

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ELIGIBILITY CRITERIA

1. The service provider should have minimum three (03) years' experience in providing security services to any government Departments /Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India.
2. The Bidder should have executed at least 1 project with supply of 30 Nos. of security manpower OR 2 projects with supply of 20 Nos. of security manpower to Central / State Govt. Dept. / PSU/ Autonomous Organization in last 3 Financial Years.
3. The Tenderer should have valid License/Registration; PAN Card & GST Registration along with valid registration of Directorate General Resettlement (DGR), Department of Ex-Servicemen Welfare (Ministry of Defence) for providing security services.
4. The Bidders must have office in Hyderabad with proper documentary evidence for faster & better service ability.

5. The Tenderer must submit the following documents:-

- i. Duly filled Tender Form specified. (Technical Bid) in this document **(Annexure I)**.
- ii. Duly filled Tender Form specified. (Acceptance of Terms & Conditions of Tender) in this document **(Annexure II)**.
- iii. Tenderer must submit an Undertaking in **Annexure - III** for not been blacklisted by any Govt. Dept./Semi-Govt. Dept or any other organization. Tenderer
- iv. Experience of providing security services to Government departments/PSU/Universities **(Annexure IV)**.
- v. Undertaking regarding acceptance of tender documents and Tender Terms & Conditions. **(Annexure V)**.
- vi. Self-declaration that there is no pending litigation. **(Annexure VI)**.
 - 1) In the event of a breach of contract by the contractor, the performance security will be forfeited. The performance security will be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations under the contract.
 - 2) The requirement of the Security Guards may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the Service Provider and additional Security Guards shall be withdrawn at the given time. If the requirement is increased, the Service Provider shall provide additional Security Guards on the same terms and conditions, within a reasonable time.
 - 3) Bidder shall attach the scanned copy of valid Udyam registration Certificate (URC), if claiming exemption/benefit of MSE. Their URC should mention the NI code applicable to Security Services.
 - 4) List of documents to be provided along with the Bid / Tender Document
 - a. Scanned Copy of the Valid License under "Shop and Commercial Establishment Act "
 - b. Scanned copy of Valid PF & ESIC registration certificate.
 - c. Latest previous three months (December 2024 to February 2025) EPF & ESIC paid challan (successful transaction receipt).
 - d. Scanned copy of Valid GST Registration Certificate.
 - e. The bidder should have average annual turnover Rs. 80 lakhs during the last 03 F.Y i.e.2021-2022, 2022-2023& 2023-2024. In order to authenticate, a certificate regarding average turnover during the last three financial years from a qualified Chartered accountant clearly mentioning the UDIN number in the certificate is required to be furnished along with 'TC- Bid '.
 - f. Copies of work orders, work completion certificate and experience in providing Ser

vices of a similar nature for more than 30 personnel for each of the last three years to any Central Gov t./State Govt/PSUs/Public Listed Company/Private sector, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts.

- g. Scanned copy of Principal place of business, detail of the Head Office and their Branch Offices with addresses and contact details vis., Names, Phone Numbers, etc. The Firm should have registered branch office at Hyderabad, Telangana.
- 5) The quoted rates shall not be less than the minimum wage fixed/notified by the Ministry of Labour and Employment, Government of India, Office of the Chief Labour Commissioner (C) and shall include all statutory obligations. However, bids without any element of cost over and above such minimum wage (or below it) shall be treated as 'Nil' price quotation and would be rejected. The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of salary/wages (minimum wage, EPF, ESI, Uniform outfit allowance, Uniform Washing allowance, reliving charges, service charges, GST, etc) as applicable
- 6) Bonus: As per Rule 32(v) (c) of the payment of the bonus act 1965, ICMR-NARFBR which is NOT FOR PURPOSES OF PROFIT INSTITUTE, will not be liable for payment on account of Bonus. Service provider to consider payment of bonus in accordance with Payment of Bonus Act by the m.
- 7) **Site Visit:** The Bidder, at the Bidder's own responsibility and risk, may visit at their own cost, and examine the Institute of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services on any working day between 10.00 a.m to 4.00 p.m after taking prior permission from the Administrative Officer, ICMR-NARFBR, Hyderabad.
- 8) If a Bidder quotes NIL charges/ consideration, the bid shall be treated as unresponsive and will not be considered.
- 9) The Bidder shall not engage any sub-contractor or transfer the contract to any other person / party
- 10) SOLVENCY: The solvency certificate shall be from a nationalized bank and issued within a period of 12 months from the last date of submission of tender.

GENERAL TERMS & CONDITIONS OF THE CONTRACT:

Scope of Work:

- 1) The Security Agency must be enrolled in Directorate General Resettlement (DGR), Department of Ex-Servicemen Welfare (Ministry of Defence).
- 2) The contractor should provide the Ex-servicemen or Ex-paramilitary persons as Security guards. Age for Security Guard should not exceed 50 years. Guard should be sound health and should be well-built with good working knowledge of written spoken Hindi as well as English language.
- 3) The Security Guards whose services are provided by the Contractor shall at all times and for all purposes be his / her employees who shall also be held responsible for providing necessary statutory service benefits to such workmen. The ICMR-NARFBR shall have the right to ask for the removal of any Security staff deployed in this Institute whose services conduct is found unsatisfactory.
- 4) The Contractor shall not engage any sub-contractor or transfer the contract to any other person / party.
- 5) The assessed number of security personnel required to be engaged will be 10 Security Guards. However, the Director, ICMR-NARFBR shall have the right for increasing / decreasing the same, at his discretion, with advance notice to the contractor to adhere to the same.
- 6) Police clearance regarding verification of character & antecedents of persons deployed will be obtained / produced by the contractor before deployment of such personnel.

- 7) The Contractor will be responsible for the medical examination of Guards deployed at their cost. Before any Guard is deployed, it should be ensured that he is medically fit. The Contractor should make available copies of such certificates to this Institute in respect of each person deployed by him.
- 8) The bio-data together with recent color photographs of all security persons proposed to be deployed should be furnished to this Institute at the time of acceptance of the contract award.
- 9) Changes in the Security deployed will be subject to intimation and approval of the Director, ICMR-NARFBR. However, periodical rotation of picket / patrolling position of the guards will be at the discretion of the Contractor.
- 10) A copy of the original acquaintance rolls for payment of wages may be furnished by the Contractor along with succeeding month's bills.
- 11) The Contractor, shall submit to the ICMR-NARFBR the proof of deposit of EPF, ESI and other deductions effected in respect of all workmen deployed of the previous month with succeeding months bill.
- 12) The security deposit shall be returnable to the agency after expiry of the contract on furnishing usual clearance / no demand certificate.
- 13) In case, the Contractor fails to execute the services after entering into the CONTRACT AGREEMENT OR discontinues the services before completion of the period of contract at their own, the Director, ICMR-NARFBR shall have the right to forfeit the security deposit.
- 14) Director, NARFBR reserves the right to terminate the contract by serving one month's notice, in writing if the services of the contractor are not found satisfactory. The Contractor may also terminate the contract by giving two months' notice but has to provide the service still the next agency is engaged, whichever is earlier.
- 15) In case of any loss or theft, it shall be made good by the Contractor. In the event of failure on their part to do so within a period of one month, the loss shall be made good by encashment of security deposit. If the amount of loss or damage exceeds the amount of security deposit, then the balance amount shall be recovered straightway from the dues payable to the Contractor.
- 16) The terms and conditions contained herein shall form part of the contract agreement to be entered into by the contractor and ICMR-NARFBR.
- 17) The Contractor shall comply with relevant provisions under the Labour Laws of State / Central Govt. and the Institute shall not be responsible for any default / violation of the same on the part of the Contractor.
- 18) The successful firm will enter into a Contract Agreement with ICMR-NARFBR within seven days of award of the contract. The terms and conditions contained herein shall form part of the contract agreement to be entered into by the contractor and the ICMR-NARFBR.
- 19) CONTRACT AGREEMENT will be made on non-judicial stamp paper worth Rs.100/- (Rupee one hundred only).
- 20) The Director, ICMR-NARFBR shall be empowered to impose any penalty on the contractor in the event of breach, violation, contravention of any of the terms and conditions contained in the Contract Agreement. Some of the instances in which penalty shall be imposed are enumerated below which are not exhaustive. Penalty shall be imposed on any violation / breach or contravention of any of the terms and conditions as well as for unsatisfactory / non performance of the assigned duties and responsibilities:
 - a. If the security personnel are not found in proper and approved attire (uniform, foot wears, photo identity card, batons, whistle, etc.) for summer / winter seasons.
 - b. If the security personnel are found indulging in or under the influence of intoxicating drinks / drugs / smoking while on duty.

- c. If the security personnel are found negligent of or absent from duty.
- 21) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited by Institute beside annulment to the contract.
- 22) Service provider / Bidder should at all times indemnify ICMR-NARFBR against all claims, damages or compensation under the relevant rules, act and orders issued by Government of India from time to time.
- 23) The service provider shall be liable for all kinds of dues payable in respect of all personnel provided under the contract and the ICMR-NARFBR shall not be liable for any dues for availing the services of the personnel.
- 24) All the service charge quoted by the bidder shall remain unchanged during the period of contract.
- 25) The service provider should ensure that persons to be deployed are not alcoholic, drug addict and does not indulge in any activity prejudicial to the interest of the ICMR-NARFBR, Hyderabad.
- 26) The contractor should ensure that wages are paid before 05th of every month.
- 27) There is no Master and Servant relationship between the manpower deployed by the service provider and ICMR-NARFBR and further that the said person of the service provider shall not claim any absorption in this office or the Institute.
- 28) The service provider's person shall not claim any benefit / compensation / absorption / regularization of services from / in this office under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
- 29) The Contractor is required to provide 10 Security Guards. If the Contractor is not able to provide the required / agreed number of personnel, he / she shall be penalized at the following scale, which includes for shortage of agreed category of ex-serviceman guards:
- 90% and above, no penalty
- 86% to 90% - Rs.50/- per day / per person.
- 81% to 85% - Rs.100/- per day / per person.
- 76% to 80% - Rs.150/- per day / per person.
- 71% to 75% - Rs.200/- per day / per person.
- 66% to 70% - Rs.300/- per day / per person.
- 60% to 65% - Rs.400/- per day / per person.
- Below 60% - Rs.500/- per day / per person
- 30) If the Security personnel are found lacking in their duty and not cordial, polite and non-cooperative with visitors and employees as well as their own co-workers and mingling with outsiders and employees on any undesirable activity.
- 31) Security personnel should not furnish fake name, address and particulars.
- 32) If such lapse is repeated, the penalty imposed previously will be doubled on each such occasion. The decision of the Director, ICMR-NARFBR in this regard shall be final and binding on the Contractor.
- 33) Bid offering service charges shall be in accordance with approved rates of DGR.

34) Providing uniforms and payment of washing allowance to the workmen will be as per DGR.

35) The office / branch / site office of the service provider must be located in Hyderabad.

- a. Bank statement indicating payment made to individual manpower to be provided along with each invoice.
 - b. No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
 - c. The contractor shall pay the wages of the deployed manpower before the expiry of the fifth day of the following month and raise invoice to buyer (ICMR-NARFBR) after releasing the payment to manpower.
 - d. Each monthly bill must accompany the copies of authenticated documents of payment of such contributions of EPFO / ESIC / GST/P.TAX.
 - e. Overtime will be admissible only when hired staff works for more than 26 days in a month.
- 40) The existing wage limit for coverage under the ESIC Act is Rs.21,000/- per month (<https://www.esic.nic.in/coverage>). As ESIC is not applicable on Security Guard. It is mandatory for the successful bidder to provide Insurance scheme for all the Security Guard. In this context, all the bidders should submit written statement on the letter head duly signed and stamped with their bid.
- 41) The payment will be made directly by the ICMR -NARFBR.

ARBITRATION: -

- (a) In case of any dispute, provisions of Indian Arbitration & Conciliation Act 1996 as amended from time to time shall apply to such arbitration proceedings. The disputes, legal/ court matters, if any, shall be subject to Hyderabad Jurisdiction only.

42) PAYMENT TERMS

42.1 Payment Condition:

- (a) The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of salary / wages (minimum wage, PF, ESI, GST, etc) as applicable.
- (b) The Payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer and as per the wages revised by the Govt from time to time.

42.2 Payment Cycle:

- i. Payment shall be made once the services are delivered and only after submission of invoices, attendance sheet. Service feedback, copies of challans for remittance of EPF, ESI, GST and non-submission of the same may lead to delay / deduction in payment.
- ii. All the penalties fine / interest (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
- iii. Payment shall be made through PFMS / bank transfer only. In no circumstance cash / cheque payment shall be made.
- iv. The billing will be done on monthly basis and the agency is required to submit the bills in triplicate by the 5th of the succeeding month and the payment will be done to the agency on submission of proof of payments of all the statutory dues to the concerned authorities. The Contractor, shall submit to the ICMR-NARFBR the proof of deposit of EPF, ESI, GST etc., and other deductions effected in respect of all workmen deployed of the previous month with succeeding months bills.
- v. Payment shall be made at the agreed rates after due processing of the bills within reasonable time.

- on able time on receipt of the in-order monthly bill.
- vi. No part payment/advance payment shall be made.
 - vii. Recovery if any, will be made from the Monthly Bill.
 - viii. TDS will be deducted at source as per the applicable rates. Relieving Charges will be 1/6th of Minimum wages and statutory charges i.e. EPF, EDLI, EPF Admin Charge.

Disclaimer/अस्वीकरण

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

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

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

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

and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [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---