

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-06-2025 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-06-2025 17:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Agriculture And Farmers Welfare
Department Name/विभाग का नाम	Department Of Agricultural Research And Education (dare)
Organisation Name/संगठन का नाम	Indian Council Of Agricultural Research (icar)
Office Name/कार्यालय का नाम	Icar- Central Institute For Women In Agriculture, Bhubaneswar
क्रेता ईमेल/Buyer Email	gaurav.dwivedi1@nic.in
Item Category/मद केटेगरी	Manpower Outsourcing Services - Minimum wage - Skilled; Not Required; Others
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	7 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/	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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?/	No
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	3 Days
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	100000

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).	12

(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 दस्तावेज 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

ICAR Unit- DRWA, Account Number-10478302130, IFSC code-SBIN0009027, Name of the Bank-State Bank of India, Priyadarshini Market Branch, Branch code- 9027
(Icar Unit Drwa)

MII Compliance/एमआईआई अनुपालन

MI Compliance/एमआईआई अनुपालन	Yes
------------------------------	-----

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 orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. 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.
3. 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.
4. 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.
5. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of work & Job description:[1748429924.pdf](#)

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per

applicable Minimum Wages Act:[1748430027.pdf](#)

This Bid is based on Least Cost Method Based Evaluation (LCS). The technical qualification parameters are:-

Parameter Name	Ma x Ma rks	Mi n Ma rks	Evaluati on Docume nt	Seller Document Required
Experience of serving in Govt. (Centre/State) Departments/Autonomous Bodies/PSUs/PSES/Bank & Insurance Companies or other equivalent & companies/ organizations of high repute)	30	15	View file	Yes
Average turnover of the firm during last three financial years (FY 2021-22, FY 2022-23, FY 2023-24)	30	10	View file	Yes
Total no. of people on their rolls with EPF & ESI	40	10	View file	Yes

Total Minimum Passing Technical Marks: 35

Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
03-06-2025 11:00:00	Samiksha Committee Room, ICAR-CIWA, Bhubaneswar

Manpower Outsourcing Services - Minimum Wage - Skilled; Not Required; Others (12)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Skilled
Educational Qualification	Not Required
Type of Function	Others
List of Profiles	Watch and Ward
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	7 to 10 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	

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	Gaurav Dwivedi	751003, ICAR - Central Institute for Women in Agriculture Plot No. 50-51, Mouza - Jokalandi, P.O. - Baramunda, Bhubaneswar - 751003, Odisha, India	12	• Minimum daily wage (INR) exclusive of GST : 893 • Bonus (INR per day) : 0 • EDLI (INR per day) : 4.465 • EPF Admin Charge (INR per day) : 4.465 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 29.02 • Provident Fund (INR per day) : 107.16 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 12

Manpower Outsourcing Services - Minimum Wage - Skilled; Not Required; Others (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Skill Category	Skilled
Educational Qualification	Not Required
Type of Function	Others
List of Profiles	Watch and Ward
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	7 to 10 Years
State	NA
Zipcode	NA
District	NA
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
----------------	---	-------------	---------------------------------	--

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Gaurav Dwivedi	751003, ICAR - Central Institute for Women in Agriculture Plot No. 50-51, Mouza - Jokalandi, P.O. - Baramunda, Bhubaneswar - 751003, Odisha, India	1	• Minimum daily wage (INR) exclusive of GST : 981 • Bonus (INR per day) : 0 • EDLI (INR per day) : 4.9 • EPF Admin Charge (INR per day) : 4.9 • Optional Allowances 1 (INR per day) : 0 • Optional Allowances 2 (INR per day) : 0 • Optional Allowances 3 (INR per day) : 0 • Estimated Number of Overtime Hours per Resource per Month : 0 • Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc & excluding GST) : 0 • ESI (INR per day) : 31.88 • Provident Fund (INR per day) : 117.72 • Number of working days in a month : 26 • Tenure/ Duration of Employment (in months) : 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. Buyer Added Bid Specific ATC

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Special Instructions:

- (a) Rates quoted should be in Indian Currency (Rupees) and should be inclusive of all taxes/charges/duties etc. as applicable, and amount should be mentioned up to two decimal points.
- (b) Any ambiguous quote on these accounts shall render the tender liable to be rejected.
- (c) Tenders not complete in all respects are liable to be summarily rejected.
- (d) The bidder shall, wherever called upon to do so, give full information with reference to the services in hand and shall permit the Director or any other officer nominated by him to inspect the premises of the bidder / client at all reasonable times and shall give full assistance and information as may be required in connection with the contract.

-

2. IP address monitoring and disqualification:

In the event that two or more bidders submit their technical or financial bids using the same IP address, or if the IP address of any bidder matches the IP address used for tender creation, the system (GeM) will automatically flag such instances as potential indicators of collusion or bid rigging. **Any bidder involved in such a case, shall be summarily disqualified from the tender process without further consideration/clarification.**

3. Tender Awarding and Execution

- (a) Execution of the work will be done as per the requirement received from the concerned indenter from time to time throughout the contract period by issuing Indent Execution Order (IEO) on a monthly basis and payment will be made after satisfactory completion of the work as per the IEO/agreement/tender
- (b) If the successful tenderer does not accept the offer **within 7 days** from the date of issue of letter of award by this Institute, the offer shall be deemed to be withdrawn without any further notice & action as per bid security declaration may be taken against the said Tenderer.
- (c) Acceptance by the Institute will be communicated by E-mail/FAX/Telegram, Express letter or any other form of communication. Formal letter of acceptance and work order of the Tender(s) will be forwarded as soon as possible, but the earlier instructions in the E-mail/FAX/Telegram/ Express letter etc. should be acted upon immediately. If the Contractor/Agency/Firm(s) does not accept the offer after issue of letter of award of contract by ICAR-CIWA within seven days, the offer made shall be withdrawn and EMD will be forfeited
- (d) The successful Contractor/Agency/Firm(s) will have to deposit **3% of the total Annual Estimated Contract Value as Security Deposit** within **seven** days of issue of the work order/before issue of IEO. The Security Deposit will be kept by the office and the same will be refunded after satisfactory completion of the contract period and on receipt of written request.
- (e) The successful tenderer will have to enter into a detailed contract agreement with ICAR-CIWA on non-judicial stamp paper of appropriate value.
- (f) The Contractor/Agency/Firm(s) shall not sublet the work without prior written permission of the Director, ICAR-CIWA, Bhubaneswar.
- (g) The Contractor/Agency/Firm(s) or his/her workers shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- (h) The Contractor/Agency/Firm(s) must supply workers who are suitably skilled in the respective agriculture operation works and do not resort to damage the research farm at any time.
- (i) The Contractor/Agency/Firm(s) has/have to provide required job workers to carry out the job satisfactorily as per the schedule of work/IEO.

4. Penalty

- (a) During the (operation) subsisting of the contract period, if the Contractor/Agency/Firm(s) fails to provide required manpower in time as per the requirement of the indenter, **10% of the Work Order/IEO/Bill amount per day will be deducted** from the bill based on the certificate gi

ven by the Indenter.

5. **Payment of Wages and Statutory Dues**

- (a) Payment for service contract will be made upon submission of pre-receipted bill(s) as per IEO and duly certified by the concerned indenter & submission of all supporting documents as per tender/agreement.
- (b) The bill raised for payment, on a monthly basis, should be annexed with the Biometric Attendance Register of all outsourced manpower along with proof of payment of wages and other statutory dues.
- (c) The Minimum rate of wages as prescribed by Central Labour Commissioner (Central) from time to time should be followed by the Contractor/Agency/Firm(s). The Contractor/Agency/ Firm(s) has/as/have to pay the minimum wages (Central) as fixed from time to time to its workers at the work place positively by 7th of every month.
- (d) The payment register of the Contractor/Agency/Firm(s) is/are to be duly certified and signed by the Authorized nominee of ICAR-CIWA. The Payment register duly certified and signed should be submitted every month for verification. A copy of the same should also be enclosed with the bills for effecting payment.
- (e) GST or any other Tax applicable or made applicable in respect of this contract, shall be payable by Contractor/Agency/Firm(s) and ICAR-CIWA will not entertain any claim whatsoever in this respect.
- (f) The Contractor/Agency/Firm(s) should make payment to its workers regularly following the specified norms by different Govt. Organizations.
- (g) The records, muster roll, wage register, wage payment bank receipt, etc. as per the requirements of Labour Enforcement Officer must be maintained by the Contractor/Agency/Firm(s). Any deviation or irregularity in maintenance of records or observance of Contract Labour (R&A) Act brought to the notice of the Director, ICAR-CIWA by the Labour Department would be treated as a lapse on the part of the Contractor/Agency/Firm(s) and the contract would be terminated forthwith.
- (h) All liabilities in respect of statutory obligations on account of various laws/acts of the Central/State like Labour contract Act, EPF Act and Minimum Wages Act that may be applicable to carry out the contract works shall be borne by the Contractor/Agency/Firm(s). The liabilities of CIWA will be limited to the payment to the Contractor/Agency/Firm(s) as per the quotation. The Director, CIWA has no liability towards the employment of the manpower/workers provided by the Contractor/Agency/Firm(s).
- (i) The ICAR-CIWA shall not bear any extra charges on any account whatsoever i.e. EPF contribution, ESIC, Uniform, Liveries & OTA etc.
- (j) TDS on Income Tax and GST will be deducted from the payments due as per rules.
- (k) Payment to the workers should be made either by RTGS or e-payment method only **before/on 7th of every month**. After making payment, the Contractor/Agency/Firm(s) shall raise the bill before ICAR – CIWA for payment of the settled amount. They will also submit the copy of the payment vouchers duly signed by the workers for each month along with the copies of statutory dues for effecting payment.
- (l) The Contractor/Agency/Firm(s) will have to make monthly payment to their workers, even though payment is not received from ICAR-CIWA, due to any reason. There should not be any linkage between payment to their workers and the release of bill amount from the Institute (ICAR-CIWA).
- (m) In case of default in wage payments and Statutory obligations by the Contracting agencies/or complaints received from the outsourced workers of such nature, suitable penal action may be taken against the Contractors including termination, blacklisting, etc. Once the contractors are terminated/blacklisted on account of default in payment to contractual workers only, ICAR-CIWA being the principal employer shall ensure that the wage and other statutory benefits which the contractual workers are entitled to, is paid to them, as per the provisioning applicable labour laws.
- (n) As per the Section 21 (4) of the Contract Labour (Abolition & Regulation) Act-1970, wages may be paid by ICAR-CIWA on the behalf of defaulting contractor to the workers engaged based on attendance records maintained in the office. Also, EPF & ESI contributions deducted from the wages of workers engaged by the contractor along with the employer EPF contribution reimbursed by the institute should be remitted to the Jurisdictional EPFO office as per EPFO guidelines/procedures in the matter.
- (o) No change / revision whatsoever in service charges once quoted shall be admissible during the tenure of tender / ARC, as extended time to time, under any circumstances.

6. **Responsibilities of Contractor/Agency:**

- (a) The workers of the Contractor/Agency/Firm(s) shall not claim any benefit / compensation / regularization / absorption in service at the ICAR-CIWA under the provision of Industrial Dispute Act, 1947 or Contract Labour (R&A) Act, 1970 etc.
- (b) Undertaking from the workers to this effect shall be obtained and required to be submitted to ICAR-CIWA by the Contractor/Agency/Firm(s).
- (c) The worker of the Contractor/Agency/Firm(s) shall not take part in any agitation activities inside the campus/premises of this Institute.
- (d) The selected agency shall provide the outsourced manpower mandatorily within age group of 18 to 60 years and should be of good fitness, sound health and having good knowledge of carrying out the Agriculture / Farm Operation Works.
- (e) The Contractor/Agency/Firm(s) shall issue duly signed and numbered Photo Identity Card (i.e.ID card) to their Staff/ supervisor deployed in the premises of the Institute. All their Staff/ Supervisors must wear ID cards, while they are on duty.
- (f) The contractor/agency shall mandatorily ensure that all workers employed under their supervision provide duly filled and signed bank mandate forms including the workers' bank account details, such as account number, IFSC code, and other necessary information. The contractor/agency shall submit these forms to the ICAR-CIWA before the commencement of the workers' services.
- (g) Immediately after signing the Agreement, the Contractor/Agency/Firm(s) has to provide the Institute, the list of workers engaged along with all details of EPF, WCP/ESI Account number, Bank Account Number, Identity Card issued by the Contractor, Identity Card issued by an authorised Government Agency (preferably Aadhar Card) and any other document as demanded by the Competent Authority of the Institute.
- (h) In general, all works and services under this contract are to be carried out on all days of the month, excluding Sundays (designated as weekly off) and National Holidays, unless otherwise specified. Each staff member deployed under this contract shall be engaged for the prescribed number of working days in a month, as detailed in the Bid document.
- (i) Notwithstanding the above, the Contractor/Agency/Firm shall ensure that payment for weekly offs and National Holidays is made to the deployed personnel in accordance with applicable labour laws and statutory provisions.
- (j) The contractor has to maintain all relevant registers Salary/Wages register, overtime register, attendance register, etc. as per the prevailing labour laws. All these registers must be available with the Supervisor deployed by the Contractor/Agency/Firm(s), which can be verified by the indenting officers of the Institute periodically.
- (k) The awarded agency/contractor shall be responsible for **maintaining facial biometric-based attendance records for all personnel engaged under this contract**. All personnel must be registered in the biometric system at least one day prior to deployment in the premises of the Institute. As a matter of convenience
Additionally, the agency/contractor shall pay a monthly rental fee to the Institute—amount as determined by the competent authority—for the use of the biometric device provided by the Institute.
- (l) The personnel provided shall be under direct control and supervision of the Contractor/Agency/Firm(s). However, the Contractor/Agency/Firm(s) shall comply with all instructions given to them by the authorized Officer of the Institute from time to time. The Staff of the Contractor/Agency/Firm(s) must be bound by office timing, duty, placement, locations and maintaining discipline in the Institute's premises.
- (m) The Contractor/Agency/Firm(s) shall be solely and fully responsible for carelessness and negligent attitude of their staff/supervisors towards assigned

work/job. In case of any loss, theft, damage to the life and property of the institute and its employees/workers due to carelessness and inattentiveness attitude of their staff/ supervisor, the Contractor/Agency/Firm(s) shall compensate the amount of loss or damages as assessed by the Institute and binding on the Contractor/Agency/Firm(s).

- (n) At the start of new contract, all the workers deployed by the Outsourcing agencies should be disseminated information with respect to their entitlement, their responsibilities, wage details and Grievance Redressal Mechanism by the Contractor/Institute to increase awareness of the workers and to have a transparent system.
- (o) A contractor shall not charge or collect any fee for engaging or employing workers for their deployment. Any such activity will amount to violation of the terms of the contract and the principal employer will be free to take appropriate action against the contractor as per applicable laws, rules and policies in this regard which may include termination of the contract, blacklisting of the contractor, etc.
- (p) Outsourcing agency shall ensure that ICAR-CIWA premises is not being utilized in any manner for conduct of any activity other than official work relating to ICAR-CIWA during the currency of the contract.
- (q) The Contractor/Agency/Firm(s) should abide by all prevailing labour laws including providing medical facilities to their workers. ICAR-CIWA shall not be responsible in such matters.
- (r) The agency shall ensure that:
 - I. All security personnel must be in proper uniform, well-groomed, and display identification badges during duty hours.
 - II. Personnel should have undergone basic training in fire safety, emergency response, and first aid.
 - III. Security staff will report to the designated site supervisor or institute representative.
 - IV. The service provider is responsible for background verification and medical fitness of deployed personnel.
 - V. Duty rosters, shifts, and relief planning shall be mutually agreed upon with the client.

7. **Miscellaneous:**

- (a) In case of violation of any provision of labour laws, rules and regulations thereof governing the field, the ICAR-CIWA will not be responsible for fault of the Contractor/Agency/Firm(s).
- (b) The selected bidders are required to submit the original certificates for verification before issue of LOI/any time during the tender period, if so desired by the Competent Authority of ICAR-CIWA.
- (c) The staff provided should maintain secrecy and discipline in the premises of Institute
- (d) Punctuality, sincerity, promptness and efficiency of the workers shall be considered as essence of the Contractor/Agency/Firm(s) and it is therefore hereby expressly provided and declared that **"The Director, ICAR-CIWA has no liability towards the employment of the manpower/labourers provided and engaged by the Contractor/Agency/Firm(s)"**.
- (e) The persons so provided by the Contractor/Agency/Firm(s) under this contract will not be the employee of the ICAR-CIWA and there will be no employer-employee relationship between the ICAR-CIWA and the person so engaged by the Contractor/Agency/Firm(s) in the aforesaid services/under this contract.
- (f) The Contractor/Agency/Firm(s) will discharge all his legal obligations in respect of the workers / supervisors to be employed/deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provide

sions of law in force that may be applicable to them from time to time. The Contractor/Agency/Firm(s) shall indemnify and keep indemnified the ICAR-CIWA, Bhubaneswar from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws/acts. In case of any dispute, the decision of the Director, ICAR-CIWA, Bhubaneswar shall be final and binding on the Contractor/Agency/Firm(s).

- (g) The Contractor must engage adult labourers only. Engagement of child labour is strictly prohibited and will lead to termination of the Contract.
- (h) If the tender is accepted and the work is awarded, it is incumbent on the Contractor/Agency/Firm(s) to carry out the work to the best satisfaction of the authority without any complain. If any, complaint noticed by the concerned Indenter, the work order will be cancelled without assigning any reason and without any notice to the Contractor/Agency/Firm(s). The decision of the Director ICAR-CIWA in this regard is final and binding on the Contractor/Agency/Firm(s).
- (i) Any damages to institute property or theft by the workers/supervisors of the Contractor/Agency/Firm(s) during execution of the work, the cost of the losses incurred is to be borne by the Contractor/Agency/Firm(s) as assessed and fixed by the Competent Authority, ICAR-CIWA, Bhubaneswar binding on the Contractor/Agency/Firm(s).
- (j) The Director, ICAR-CIWA, Bhubaneswar reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of ICAR-CIWA for any justifiable reasons, not mandatory to be communicated to the Contractor/Agency/Firm(s).
- (k) The ICAR-CIWA does not pledge itself to accept the lowest or any other tenders and also reserve to its self the right of accepting the tender(s) of the bidders either in whole or in part.
- (l) Decision of the DIRECTOR, ICAR-CIWA shall be final for any aspect of the contract and binding to all parties. Disputes arising, if any, on the contract will be settled at his/her level by mutual consultation and in case failure of the settlement, dispute shall be referred to the sole arbitrator to be appointed by the Director, ICAR-CIWA. The decision of the sole arbitrator so appointed shall be final and binding on the parties. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996. The seat of Arbitration will be Bhubaneswar and language will be English. Laws of India will be applicable.
- (m) On termination/expiry of the contract of the agency, ICAR-CIWA would not be responsible for the re-employment of the workers.
- (n) **Risk Clause:** ICAR-CIWA, Bhubaneswar reserves the right to discontinue the Job service contract at any time, if the services are found unsatisfactory, by giving a show-cause to be replied within a week and also has the right to award the contract to any other Contractor/Agency/Firm(s) at the risk and cost of current Contractor/Agency/Firm(s) and excess expenditure incurred on account of this will be recovered from S.D. or pending bills or by raising a separate claim.

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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---