

### Bid Corrigendum

GEM/2025/B/6256859-LCS-C1

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

Parameter Name	Max Marks	Min Marks	Evaluation Document	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	20	<a href="#">View file</a>	Yes
Average turnover of the firm during last three financial years (FY 2021-22, FY 2022-23, FY 2023-24)	30	10	<a href="#">View file</a>	Yes
Total no. of people on their rolls with EPF & ESI	40	20	<a href="#">View file</a>	Yes

Total Minimum Passing Technical Marks: 50

\*This document shall overwrite all previous versions of LCS parameters.

[This Bid is also governed by the General Terms and Conditions](#)

## Bid Corrigendum

GEM/2025/B/6256859-C2

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. 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 uploaded ATC document [Click here to view the file.](#)
3. Buyer Added text based ATC clauses

#### **SPECIAL TERMS & CONDITIONS:**

1. Service Charges to be claimed by the Contractor/Agency/Firm(s) will remain constant/ unchanged for entire period of contract, as extended time to time. Further, minimum service charges as been fixed at **3.85%** (3 % profit + transaction charges of 0.85%). This is in consonance with the MoF, DoE, PPD OM No. F.6/1/2023-PPD dated 06-01-2023.
2. **Technical Evaluation:** Only those bidders who submit **ALL** requisite documents as per the checklist at **ANNEXURE II** of this tender notice and secure a minimum score of **50 in the technical qualification on parameters mentioned will be declared as qualified for considering Financial Bids.** *(In exercise of Para 16 of Public Procurement Policy for Micro and Small Enterprises, Order 2012, it is clarified that relaxation is being provided **only to prior experience criteria** with respect to Micro and Small Enterprises, subject to meeting of quality and technical specifications and all such firms who claim to be Micro and Small Enterprises shall be provided with minimum qualifying score of 20 for this parameter, subject to meeting of other specifications/requirements as per this document)*
3. **Financial Evaluation Criteria**
  - (a) After evaluation of technical bids, the financial bids of only technically qualified bidders will be opened
  - (b) The successful bidder will be determined on the basis of lowest service/agency charges arrived on the basis of comparison of financial quote of all the bidders.
4. **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.

#### **51. 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 automa

tically 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.**

#### 6. **MSME Criteria**

Sellers/ Service Providers claiming to be an MSE have to register on Udyam Registration portal and provide a copy of Udyam Registration certificate, as documentary evidence in their bid in line with notification of Government of India, Ministry of Small Scale Industries, vide S.O. 1702(E) dated 1st June, 2020 superseded by S.O. 2119(E) dated 26/06/2020 published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (i) and GeM GTC. In case of non-submission of the above-mentioned supporting documents, the Seller/ Service Provider shall not be considered as MSE. Further, all other identifiers for classifying a firm as MSE viz. registration with District Industries Centers (DICs)/ Khadi & Village Industries Commission (KVIC)/ Khadi & Industries Board (KVIB)/ Coir Board or National Small Industries Corporation (NSIC)/ Directorate of Handicrafts and Handlooms/ Udyog Aadhar Memorandum etc. **may not be accepted for classification as MSE. If a bidder is MSE (based on the documents submitted in the bid) but has not claimed for "MSE Purchase Preference" in GeM for the subject tender, MSE purchase preference shall not be extended for that bidder in that tender.**

#### 7. **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 domain/nature of work only so as to ensure smooth adaptation and satisfactory performance.
- (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.

#### 8. **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 given by the Indenter.

#### 9. **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/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 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 contractor is terminated/blacklisted on account of default in payment to contractual workers, 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.
- (p) In view of the minimum wages fixed by the Office of the Chief Labour Commissioner (Central), effective from 01.04.2025, the gross monthly remuneration payable to the deployed security personnel exceeds the wage ceiling limit prescribed under Rule 50 of the Employees' State Insurance (Central) Rules, 1950, read with the Employees' State Insurance Act, 1948. As per the existing provisions, the wage limit for ESI coverage is ₹21,000 per month (₹25,000 in the case of persons with disabilities), as notified w.e.f. 01.01.2017. Since the remuneration of the personnel to be deployed under this contract exceeds this threshold, the security manpower engaged through this outsourcing contract will not be eligible for ESI coverage.

Therefore, no ESI contributions shall be deductible in respect of such personnel. Accordingly, all clauses, references, and requirements pertaining to ESI compliance in the tender document shall stand amended accordingly. However, bidders are required to submit a copy of registration certificate with the 17-digit ESI code mentioned as part of the documents to be submitted for the technical bid.

Further, the Contractor shall ensure that all security personnel engaged under this contract are covered under the **Employees' Compensation Act, 1923 (as amended)**. The contractor shall also be responsible for obtaining and maintaining a valid insurance policy in accordance with the provisions of the said Act, to cover any liability arising from injury, disability, or death arising due to employment.

**10. 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 **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 at 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) The 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) The contractor shall, upon being a successful bidder, will submit declaration that necessary life, disability and medical insurance shall be executed, within the first 15 days from the date of award of the contract.
  - (q) 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.
  - (r) 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.
  - (s) 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.

#### **11. 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 provisions 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 complaint. 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 itself 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

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.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)