

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	03-10-2025 17:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	03-10-2025 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Health And Family Welfare
विभाग का नाम/Department Name	Department Of Health Research
संगठन का नाम/Organisation Name	Indian Council Of Medical Research (icmr)
कार्यालय का नाम/Office Name	Icmr National Institute Of Nutrition
वस्तु श्रेणी /Item Category	Operation And Maintenance Of Substation - Maintenance and Operation of Electrical Sub-stations, Transformer yards, Generators, AC Plants and Pump House
अनुबंध अवधि /Contract Period	2 Year(s) 10 Day(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	30 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes Partial Turn over value - 30 (in lakhs)
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Turnover	Yes Partial Turn over value - 30 (in lakhs)
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	6000000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	26

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

लाभार्थी /Beneficiary :

Director
ICMR National Institute of Nutrition, Department of Health Research, Ministry of Health and Family Welfare,
Tarnaka, Jamai Osmania PO, Hyderabad-500007.
(The Director , Icmr-nin)

विभाजन/Splitting

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Please upload scope of work:[1756792999.pdf](#)

List of consumable/Material or spare parts as applicable:[1756793413.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
25-09-2025 11:00:00	<p>Meeting will be conducted through Video Conference (VC-Online) only. Interested bidders may join the meeting through the following link:</p> <p>Topic: Pre-Bid Meeting (GeM Tender) Time: Sep 25, 2025 11:00 AM India</p> <p>Join Zoom Meeting Link : https://us02web.zoom.us/j/85454069197?pwd=CW4PG7g8TcUrUv4g8MYmbnVC46zaPg.1</p> <p>Meeting ID: 854 5406 9197 Passcode: 607034</p> <p>The bidders who are interested to participate in the pre-bid meeting are requested to send an e-mail request for the same with their details at "personnel.nin@gmail.com" along with their queries, if any, on or before 22-09-2025, 10.00 AM.</p>

Operation And Maintenance Of Substation - Maintenance And Operation Of Electrical Sub-stations, Transformer Yards, Generators, AC Plants And Pump House (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Operation And Maintenance Service Is Required For	Maintenance and Operation of Electrical Sub-stations, Transformer yards, Generators, AC Plants and Pump House
Type of Annual Maintenance Service Provider required	Maintenance and Operation of Electrical Sub-stations, Transformer yards, Generators, AC Plants and Pump House
Status/condition of equipment/machine/system (At the time of bid)	Functional but outside AMC and Warranty
Cost of consumable/Material	Consumable to be provided by the buyer
Cost of spare parts	Spare parts to be provided by the buyer
एडऑन /Addon(s)	
अतिरिक्त विवरण /Additional Details	
Number of dedicated skilled manpower required	3

विवरण/ Specification	मूल्य/ Values
Duty hours of dedicated skilled manpower	8
Working days in a week for skilled manpower	24 X 7
Number of dedicated semi-skilled manpower required	2
Duty hours of dedicated semi-skilled manpower	8
Working days in a week for semi-skilled manpower	24 X 7
Number of dedicated unskilled manpower required	3
Duty hours of dedicated unskilled manpower	8
Working days in a week for unskilled manpower	24 X 7

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity(Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	अतिरिक्त आवश्यकता /Additional Requirement
1	Mohammed Ilyas	500007,Tarnaka	1	<ul style="list-style-type: none"> Number of months for which Operations & Maintenance service is required during contract period : 24

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

1. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

NIN-TENDER

Tenders are invited on behalf of the Director, ICMR-NIN, Hyderabad, Ministry of Healthy & Family Welfare, Government of India from reputed, experienced, contractors/agencies with established experience and financial solvency to carry out Maintenance and Operation of Electrical Sub-stations, Transformer yards, Generators, AC Plants and Pump House at ICMR-NIN, Hyderabad.

Mandatory Certificates/documents to be uploaded (qualifying criteria):

Bidders are liable to be rejected if they don't upload any of the certificate / documents required as mentioned below:

- i. The bidder should have the **Grade "A" Electrical Licence**.
- ii. The Office of the service provider must be located in **Hyderabad, Telangana State**. (documentary evidence is mandatory and only below mentioned documents accepted for address proof)
 - a. Valid rental agreement/lease agreement copy with last two years rental/lease payment proof/ Bank statement.
 - b. If the bidder owns the property: Last two years property tax receipts, electricity bills or water supply bills.
- iii. Certificate of registration under shop and Establishment Act issued by the Competent Authority, should be submitted as documentary evidence in support of the geographical presence of bidder in Hyderabad, Telangana State.
- iv. The bidder/firm should be registered/ licensed manpower supplier firm with Labour Department of **Telangana State Government**.
- v. The agency should also be registered with appropriate authorities under **Employees Provident Fund** and **Employees State Insurance Acts**. (Documentary proof)
- vi. The bidder must have a **valid GST registration in the state of Telangana: GSTIN (Goods and Services Tax Identification Number)**.
- vii. For Minimum Average Annual Turnover of the bidder (for 3 years): Documentary evidence in the form of certificate Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant/ Cost Accountant indicating the turnover details for the relevant period.
- viii. Bidders must in writing provide **Acceptance of the Additional Terms and condition (ATC) documents (Annexure-I)**.
- ix. Profit and loss statement for last three years certified by Chartered Accountant.
- x. Bidder to note that there shall be no requirement of paying EMD against this tender. However, all bidders shall be required to mandatorily submit the Bid Security declaration in lieu of EMD as per the format attached. (**Annexure II**) of Buyer Uploaded ATC document.
- xi. Performance certificate from the clients for the service rendered by the bidder.

1. Scope of work & contract:

- a) The period contract is 2 years. However the contract can be extended up to another one year based on the performance and requirement.
- b) The contract work of "Maintenance" and operation of Electrical Substations, Transformer yards, Generators, A/C Plants and Pump House operation at ICMR-NIN shall have to be carried out as per tender schedule.

edule. Also, if any of unit/ areas is un-clean, they shall be cleaned by the contractor without any extra payment. Suitable manpower shall be provided at the premises as per the requirement of the work.

c) **ELECTRICAL WORKS TO BE CARRIED OUT BY THE OUTSOURCING AGENCY/CONTRACTOR**

- i) The Maintenance of 11KV, HT and 440V, LT Substations of ICMR-NIN consist of 1000 KVA transformers - 2 No's, 400 KVA Transformers - 3 No's and 250 KVA - 1 No.
- ii) The Maintenance and operation of LT Power Control Panels - 2 Units.
- iii) The operation of DG sets with AMF control panels in case of power failure (625 and 320 KVA Gensets).
- iv) Attending Emergency calls in the Office and Residential Quarters during non-working hours including holidays.
- v) Round the clock operation (3 shifts a day) on every day throughout the year for Electrical Substation.
- vi) Log books shall be maintained for all the equipment/panels parameter and the maintenance works carried out for all the items mentioned above.
- vii) Minor works have to be attended during after office hours and in holidays with the instructions Electrical i/c as and when required.
- viii) Repairs/Replacements of Electrical works at residential quarters after office hours including holidays, if required.
- ix) In case of any breakdowns, replacement of spares/parts/components for the Minor Electrical works shall be carried out and required spares will be provided by the Institute.
- x) Filling of Diesel in Diesel tanks of Generators as and when required.
- xi) Follow up to the office of TSSPDCL in case of power supply failure / HT fuse off or any breakdown from incoming side.

d) **A/C PLANT WORKS TO BE CARRIED OUT BY THE OUTSOURCING AGENCY/CONTRACTOR**

- i) Operation and watch keeping of A/C plants, all AHUs, exhaust blowers, cooling towers and pumps from evening 1730 hrs to next day morning 0900 hrs on all working days and 24 hrs on Saturday, Sunday and holidays as per the instructions of A/C plant In-Charge.
- ii) Maintaining of log books of running A/c plant on hourly basis on all off-working hours as mentioned above.
- iii) Repair of minor electrical issues like electrical breakers and supply issues related to the A/C plant equipments on all off-working hours as mentioned above.
- iv) Maintaining of water levels in the cooling tower and compensating tanks on all off-working hours as mentioned above.

E) **PUMP HOUSE WORKS TO BE CARRIED OUT BY THE OUTSOURCING AGENCY/CONTRACTOR**

Pump house duties are required to be carried out in two shifts a day i.e., 0600hrs to 01400 hrs and 1400 hrs to 2200 hrs throughout the year as per instructions of Maintenance In-Charge. The detailed scopes of the work are as follows.

- i) Pumping of water from HMWS&SB reservoir to NIN Sumps time to time.
- ii) Pumping of water from NIN sump to overhead tank.
- iii) Supply of water to residential quarters as per timing.
- iv) Maintenance of pump house, handling of all water control valve, pumps and surrounding area.

V) Maintaining of log books of pump house.

2. Quantity and quality of service:

- a) The contractor/bidder shall appoint trained staff having good bearing and maintain high standards of tour out, maintain adequate staff to ensure there is no hold up of any service of any reasons whatsoever. Any deficient in the number of staff deployed will entail reduction of payment in the monthly bill. The successful contractor/bidder as soon as the agreement is signed shall submit the list of their workmen to be posted at this Institute along with bio-data consisting of their educational/technical qualifications and work experience certificates. As and when the change in the workmen will be informed to the concerned authorities in advance (ICMR-NIN).
- b) It is normally understood and agreed between both the parties that ICMR-NIN will not be responsible or be liable for any laws that are in force/ than may come into force from time to time in respect of the personnel engaged by the contractor and he will be solely responsible for the terms and conditions of their service, safety, healthy, statutory requirement, etc.,
- c) The contractor / bidder should provide PF A/c number, ESI Card and Photo Identity Cards to the contract employees provided at ICMR-NIN, Hyderabad. This should be done immediately but not later than one month from the date of signing the joint agreement for record purpose.
- d) The contractor/bidder shall give suitable dress, safety gadgets, monsoon gears, identity card to the persons deployed at ICMR-NIN for identifying the staff by the security and other departmental personnel.
- e) The contract personnel engaged and working equipment brought by the contractor for the work shall be recorded at the NIN Security Gate before entering into the premises and obtain necessary gate passes.
- f) The contractor/bidder may note that in case of the work being awarded to him, he has to produce police verification certificate for the employees to be deputed for the work inside the ICMR-NIN, Hyderabad.

3. Manpower Deployment by contractor / bidder:

- a) "ONE" Electrical Engineer visit shall cross check the maintenance work being carried out once in a week and he will be available for emergency calls with residential phone facility. Electrical Engineer shall attend to the site for any major electrical breakdowns, emergency situations.
- b) Electrician & Helper 24 X 7 in "THREE" Shifts for operation sub-station including providing weekly off i.e., 3 Technician (Skilled) ITI electrical + 3 helpers (unskilled) to operate the sub-station round the clock and take care of the A/c plant operation after office hours and during holidays.
- c) 02 No's Semi-Skilled members required for operation of Pump house for 2 shifts in a day as per the timings mentioned above by providing weekly offs as per the labour norms. The operator should have minimum qualification of ITI in Plumbing/fitter/Electrical with two years experience in relevant field (pump operator) to take care of water pump's/ operating the pump house for filling the water in sump and pumping water to overhead tank and water supply to the office and staff quarters by maintaining the log book.

4. Payment Terms:

- a) The contractor should pay to their personnel minimum wages from time to time including VDA as notified by the Office of the Chief Labour Commissioner(C), New Delhi, Government of India along with other statutory benefits like PF & ESI, Bonus etc., as per Govt. norms. Any breach of minimum wage condition will be liable for termination of the contract and same would be dealt accordingly.
- b) The contractor / bidder shall submit bills after the completion of every calendar and normally payment will be released within 15 working days from the date of submission of bill, if the bills are complete and correct in all respect and in accordance with the terms and conditions of the contract.
- c) The contract/bidder should enclose the remittances like of proof like PF, ESI and other Govt. statutory benefit for ICMR-NIN record.
- d) Once the monthly Bill payment is released by ICMR-NIN, Hyderabad, and this Institute do not have any responsibility for the delay in payment of wages for their workmen.
- e) If the contractor fails to do any operation on any day in a month, then that cost per operation will be deducted from contractor's monthly bills.

- f) No representation for the enhancement of the prices of the accepted tender or alteration of the terms and condition will be entertained till supplies/contract is completed.

5. Tenure and Termination:

- a) The contract with ICMR-NIN, Hyderabad will be initially for a period of Two year and if the services are found to be satisfactory, the contract may be extended for further one year on the same terms and conditions. The institute reserves the right to terminate the Contract during the pendency of the contract period if the performance is found unsatisfactory.
- b) The contract could be terminated on either-side by giving one month notice in writing. Otherwise, the entire security/performance deposit/guarantee will be forfeited. Any other costs and / or damages incurred by the ICRM-NIN to maintain the services contract to the Contractor, on account of such short notice will be deducted from the dues payable to the Contractor, or shall be paid by the Contractor on demand if such dues fall short of such costs.

6. Performance Guarantee:

5% of the work order (i.e., 24 months cost) value in the bank guarantee is required to be furnished within 15 days from the date of issue of the work order. The same will be refunded on completion of the work contract.

7. Safety, Security and Insurance:

- a) The contractor/bidder shall follow the security rules of the ICMR-NIN and instructions received from time to time regarding personnel identity cards, material movement etc., of the Contractor.
- b) During the pendency of the agreement, the contract/bidder shall be liable fully to compensate all concerned for any loss, damage of construction works / maintenance of plants and machinery, person, property etc., including third party risks arising due to causes attributable to the agreement. The decision of the ICMR-NIN, Hyderabad will be final & will be binding on both parties. The contractor/bidder shall take Employees Liability insurance of prescribed value for their employees/ works under workmen compensation Act, 1928 as amended from time to time. Before starting the work, the Contractor shall produce the original insurance policy and the license of the workers to the Institute whenever applicable. The Institute is not responsible for any damages caused to the contractor's employees.

- 8. Dispute and Resolution:** Any dispute or difference that may arise between the parties shall be referred to the sole arbitration of the ICMR-NIN or its nominees and the contractor/bidder shall have no right to object the appointment of the Director or its nominee as the sole arbitrator. The arbitrator shall be final and binding on the parties. The venue for arbitration shall be Hyderabad and no other place. The provisions of the Arbitration conciliation act 1996 as amended from time to time shall apply. The courts in Hyderabad shall be exclusive jurisdiction to deal with any or all disputes between parties.

9. GENERAL TERMS AND CONDITIONS:

1. The work mentioned is only indicative. The ICMR-NIN reserves the right to increase or decrease the quantum of work. The contractor/bidder shall execute the work on the same terms and conditions and rates throughout the period of agreement.
2. The Contractor/bidder or his supervisor in the capacity of Engineer the field of Electrical/Air-conditioning/plumbing shall meet the designated Officer(s) of the ICMR-NIN once in a week and in emergencies during holidays also and shall attend the site of any major breakdowns/emergencies. etc.
3. The bidder may visit the site with prior appointment of Sri P.C. Beshra (Electrical) at 040-27197246/288 and Mr. G Mahendra (AC) at 040-27197312/257, Mr. Y Nikhil Sagar (Plumbing) at 040-27197312 on all working days i.e., from Monday to Friday except public holidays from 10.00 a.m. to 5.00 p.m..
4. The undersigned reserves all the rights to reject the tender without assigning any reasons.
5. ICMR-NIN, Hyderabad is not responsible for any damage caused to the manpower personnel engaged by the contractor for execution of the work.

Confidentiality Clause:

- A. No party shall disclose any information to any third party concerning the matters under this contract. In particular, any information identified as "proprietary" in nature by disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior consultation, advisors or the employees engaged by a party with equal force.
- B. Prohibition against use of ICMR-NIN's name without permission for publicity purpose:-

The contractor/bidder, subcontractor, consultant, advisor or the employees of the contractor shall not use the ICMR-NIN's name for any publicity purpose through any public media like press, T.V., Radio or Internet without the prior written approval of ICMR-NIN.

ANNEXURE-I

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date: _____

To,
The Director
ICMR-National Institute of Nutrition,
Jamai Osmania P.O., Near Tarnaka Metro Station,
Tarnaka , Hyderabad -500007.

Sub: **Acceptance of Terms & Conditions of Tender.**

Tender Reference No: _____.

Name of Tender / Work: - _____.

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'service' from the web site(s) namely: <https://gem.gov.in>, <https://www.nin.res.in> .
2. I / We hereby certify that I / we have read all the terms and conditions of the tender documents from Page No. _____ to _____ (including annexure(s), schedule(s), etc.), which form part of the tender document /contract agreement and **I / we shall abide hereby by the terms & conditions / clauses contained therein.**
3. The corrigendum(s) if any issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby **unconditionally accept the tender conditions** of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EARNEST MONEY DEPOSIT

I/ We, the authorized signatory of M/S., participating in the ICMR-NIN Tender No., for the Manpower Outsourcing Service, do hereby declare that in the event:

I / We withdraw / modify our bid during the period of bid validity

OR

I/ We fail to/ refuse to initiate the execution of the awarded Contract as per the terms of the Contract.

OR

I/We fail to submit the Performance Guarantee before the dead line defined then I/ we could be suspended from being eligible for bidding/ award of all future tender(s) for a period of 02 years.

Date:

Place:

Seal & Signature of Bidder

2. **Service & Support**

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

3. **Generic**

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. **Service & Support**

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

6. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.

7. **Service & Support**

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

8. **Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 50 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 50 percent. Bidders are bound to accept the revised quantity or duration.

9. **Payment**

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

10. **Past Project Experience**

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.**Proof for Past Experience and Project Experience clause:** For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

11. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

The Director, ICMR-NIN
payable at
Hyderabad

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

12. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

अस्वीकरण/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.

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 [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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।/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.

---धन्यवाद/Thank You---