

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	15-06-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	15-06-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Pmo
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	Bhabha Atomic Research Centre
कार्यालय का नाम/Office Name	Mumbai
वस्तु श्रेणी /Item Category	Non IT Professional Service (version 2) - Finance and Accounting; Business Finance Expert
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	410 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	5 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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 लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड 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
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
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 निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	41000000
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	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	820000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	3.00

ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).

15

(a). 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।/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.

(b). 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 :

Accounts Officer
2nd floor, Central Complex, BARC, Mumbai - 400085
(Accounts Officer, Barc)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance

Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

1. 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.

2. 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.

3. 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.

4. 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.

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.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Additional Scope of Work:[1779345697.pdf](#)

Additional SLA and Terms & Conditions along with approval from Competent Authority:[1779345703.pdf](#)

Specific experience in the selected domain:[1779345714.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
03-06-2026 15:00:00	VIP Lounge, TSH, Anushaktinagar, mumbai- 400094

Non IT Professional Service (version 2) - Finance And Accounting; Business Finance Expert (125)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Domain Name	Finance and Accounting
Resource Profile	Business Finance Expert
Certifications	Certified management accountant
Qualification	Graduate
Years of Experience	1-3
Deployment location	Onsite
एडऑन /Addon(s)	

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of resources to be hired per month	अतिरिक्त आवश्यकता /Additional Requirement
1	Lekha Sunil	400085,BHABHA ATOMIC RESEARCH CENTRE (BARC), CENTRAL COMPLEX, TROMBAY, MUMBAI 400085	125	<ul style="list-style-type: none">Number of months for which service to be hired : 12

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

1. Generic

OPTION CLAUSE 25% : 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, the contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.

For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

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. Service & Support

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

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. 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.

6. 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.

7. 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.

8. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. 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.
14. 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 catalogues 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. 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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

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---

**ADDITIONAL TERMS AND CONDITIONS FOR PERFORMING 125 Nos. OF
TECHNICAL OPERATIONS FOR OFFICE AUTOMATION IN BARC.**

1. REQUIREMENT

- 1.1 Bhabha Atomic Research Centre (BARC) a Unit of Department of Atomic Energy (DAE), Government of India located at Trombay, Mumbai – 85 hereinafter referred to as the CLIENT, invites the AGENCY to perform 125 Nos. of Technical Operations for Office Automation in its campus at Mumbai and Navi Mumbai during 0900 hrs. to 1800 hrs. on all working days.
- 1.2 Online Two Parts Tenders in GeM Portal are invited by Chief Administrative Officer, Bhabha Atomic Research Centre, Central Complex, Trombay, Mumbai-400085, from reputed agencies for performing 125 Nos. of Technical Operations for Office Automation in BARC for a period of 01 (One) year. **The estimated cost for carrying out the said work will be approximately Rs. 4,10,00,000/- (Rupees Four Crores Ten Lakhs Only) (FOR ONE YEAR all inclusive excluding EPF, ESI & price escalation, which shall be reimbursable to the agency on production of documentary evidence). The Bid Security will be Rs. 8.20 Lakhs/- (i.e. 2% of the estimated cost).**

NOTE: Technical operation includes electronic processing, using office automation and various software on intranet portal of BARC at specific work area (to be identified by the client).

2. Scope of Work

2.1	Providing Technical Support for the successful operation of various IT applications, including in-house developed and used in the offices of BARC Mumbai for automating the office activities and ensuring smooth day-to-day operations of office activities on computer platform during the office hours on any working day.
2.2	Support departmental staff for preparation of Receipts and Files in physical and/or electronic forms and its movements through physical and/or electronic mode.
2.3	The successful bidder shall engage 125 qualified personnel inside BARC complex for meeting the scope of the work.

3. Exclusion

3.1	IT activities having sensitive/classified in nature are excluded from this Contract.
3.2	The IT supporting at various sensitive/classified offices are also excluded from this Contract.

4. Period of Contract

- 4.1 Contract shall be valid for a period of **ONE YEAR** from the date of commencement which can be extended for 01 more year on mutual consent at the same Terms & Conditions. **However, wage escalation will be paid on extension of contract for further period of one year subject to difference of wages paid on submission of documentary evidence.**
- 4.2 **BARC reserves the right to terminate the Contract by giving notice of minimum one month without any financial obligation on both sides.**

- 4.3 In case Contractor wants to terminate the Contract, the same can be possible with minimum 3 months prior intimation or mutually agreed advance notice period.
- 4.4 In the event of cancellation of Contract, the payment for services actually carried out will be made on pro-rata basis for the period during which service was provided.

5. Technical Evaluation Criteria:

5.1	The bidding agency shall be a reputed and adequately experienced one having atleast 05 (Five) years of experience in carrying out similar works. The bidders shall submit proof of such relevant experience, along with the bid.
5.2	Average Annual Financial Turnover of the Bidding Firm should be 100% of the estimated cost during the immediate last 3 consecutive financial year ending on 31.03.2025. This should be duly audited by a registered Chartered Accountant.
5.3	The Bidding firm should not have incurred any loss in more than two years during last five years ending 31 st March 2025.
5.4	The Bidder should enclose copies of Profit & Loss Account & Income Tax Returns & Turnover of last five financial years i.e. 2020-2021, 2021-2022, 2022-2023, 2023-24 and 2024-2025 duly certified by the Chartered Accountant.
5.5	<p>The Bidder should have successfully performed similar work in Office Automation during last 5 years i.e. up to last day of month prior to the month in which the applications were invited meeting any of the following criteria:</p> <p>(i) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.</p> <p style="text-align: center;">OR</p> <p>(ii) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.</p> <p style="text-align: center;">OR</p> <p>(iii) One similar completed work costing not less than the amount equal to 80% of the estimated cost.</p> <p>Certification of above shall be submitted along with the bids. Bids not accompanying the performance certification will be rejected.</p>
5.6	The bidder should be providing/performing 250 or more numbers of Administrative Support/ Technical Support/ Support for Office Automation in the existing/ ongoing orders for Central Govt./State Govt./PSU Clients. Work Order Copies clearly indicating the same should be uploaded.
5.7	The bidder should be having 50 or more number of Clients in the last five years. Work Orders/Completion Certificates indicating the same should be uploaded.

5.8	The bidder should have Overall staff strength of 200 or more on their payroll currently. EPF and ESI documentary support should be uploaded.
5.9	The bidder should have at least three ongoing/running contracts as on date. Work order copies to be furnished in each case.
5.10	The bidder should furnish copies of the PAN Card, GST and EPF & ESI Registration Certificates of the agency/firm.
5.11	Bidders participating in this bid shall agree that they have accepted all the Terms & Conditions mentioned in the tender document. Undertaking to this effect should be uploaded by the bidder with date and stamp.
5.12	Bidder shall have registered office in Mumbai/Navi Mumbai/Thane/Panvel area. Bid from bidder without having registered office in Mumbai/Navi Mumbai/Thane/Panvel area will not be considered. The documentary evidence in this regard shall have to be mandatorily uploaded failing which the bid of the bidder will not be evaluated and the bidder shall be deemed as Technically Disqualified. ID generation and periodic progress report generation shall be the responsibility of the Bidder.
5.13	Latest solvency certificate issued from any commercial bank having minimum value of 40% of the estimated cost specifying validity should be uploaded. The Solvency Certificate should not older than 1 Year from the last date of submission of bids.
5.14	Bidder Financial Standing. Bidder should not be under liquidation, Court receivership or similar proceedings and should not be bankrupt. Bidder to upload undertaking to this effect with date and stamp.
5.15	Bidder shall upload undertaking regarding any criminal case pending with Police/Court against the Bidder with date and stamp.

NOTE:

1. An inspection team may visit the selected site(s) of the Tenderer for the evaluation with/without prior intimation.

2. Index Page mentioning the page numbers of supporting documents shall be filled and uploaded as PAGE-I.

6. Financial Evaluation

6.1 The Financial Bid of those Bidders who have been found to be technically qualified will be opened. The Financial bids of non-qualifying bidders will not be opened.

7. Bid Security and Performance Security Guarantee

7.1 An amount of Rs. 8.20 Lacs (i.e. 2% of the estimated cost) shall be deposited by the bidder along with the bid as Bid Security in the form of crossed Demand Draft drawn in favour of Accounts Officer, BARC. The Bid security will also be accepted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Banker's Cheque, Bank Guarantee from any of the commercial Banks in acceptable form.

- 7.2 Successful bidder is required to submit Performance Security Deposit Bank Guarantee of the value of 3% of the tendered amount in the form of Bank Guarantee from nationalized bank favoring 'Accounts Officer, BARC' within 15 days of issue of the work order, failing which the Bid Security will be forfeited. **The Performance Security will also be accepted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a commercial bank, Bank Guarantee from any of the commercial Banks in acceptable form.**

8. Forfeiture of Bid Security

- 8.1 If any bidder withdraws his bid within the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to the BARC, then BARC shall without prejudice to any other right or remedy, be at liberty to forfeit 100% (Hundred percent) of the Bid Security.
- 8.2 Advance stamped Receipt for Refund of Bid Security duly signed (on revenue stamp) should be submitted along with the bid security for speedy refund of Bid Security to unsuccessful bidders. Please furnish the complete postal address and phone number to facilitate refund of Bid Security.

9. Security Deposit.

Security Deposit will be recovered at the rate of 2.5% from RA bills including final bill till it becomes 2.5% of tendered amount of work. Security Deposit will be returned at the end of contract period or at the time of termination of contract without any interest but after deducting any penalty, if any imposed on him.

10. Payment Terms

- 10.1 Bills for Contract charges shall be presented by the Contractor at the end of each month along with the Service Certificates obtained from the respective Division/Section/Offices. Any penalty imposed as per the stipulated Terms & Conditions in SLA and ATC shall be deducted from the RA bills.
- 10.2 Any taxes levied as per the Government directives will be deducted from the RA bills, from time to time.

11. General Conditions

- 11.1 **Index Page mentioning the page numbers of supporting documents shall be filled and uploaded as PAGE-I.**
- 11.2 **The bidders are required to upload only relevant documents related to the scope of this contract.**
- 11.3 **One operation is defined as the Technical Support provided by the Agency through its staff on a working day during the period 0900 hr to 1800 hrs. Bidder is requested to quote their rates towards charges for providing 125 operations/day for 01 year at BARC sites located at Mumbai/Navi Mumbai area on all working days during the working hours. The Bidder shall quote the charge for ONE YEAR (The quoted amount should include prevailing minimum wages plus Service charges and GST thereon as applicable and as per the Price variation clause in GeM, escalation of wages from time to time will be reimbursed along with EPF/ESI subject to submission of documentary evidence).**
- 11.4 **THE AMOUNT QUOTED SHALL BE FOR ONE YEAR (assuming approximately 22 working days in a month).**
- 11.5 It may be noted that, the Contract is for one year and which may be extended for one more year with the same Terms & Conditions. The accepted value of the Work Order does not get changed or increases due to any escalation in the rates of **salary/honorarium/remuneration paid to the contract personnel deployed during the above period. Therefore, the bidder shall consider all points while deciding the amount to quote. Once the Work Order is issued, no hike in contract value shall be possible throughout the Contract period.**

- 11.6 Contractor shall ensure that, he shall be solely responsible for the payment of salary/ honorarium/ remuneration and such salary/ honorarium/ remuneration shall be equal or more than the minimum wages notified by the Government of India from time-to-time. The hike in minimum wages, if any, also shall be implemented by the Contractor as directed by Government of India. Other statutory benefits to the staff shall also be ensured by the Contractor, throughout the Contract period.
- 11.7 An undertaking regarding payment of minimum wages and other statutory benefits to the staff deployed at BARC site shall be submitted by the Contractor along with the monthly bills, failing which the bill amount will not be paid to the Contractor.
- 11.8 The quoted amount should include prevailing minimum wages plus Service charges and GST thereon as applicable and as per the Price variation clause in GeM, escalation of wages from time to time will be reimbursed along with EPF/ESI subject to submission of documentary evidence. **Bids quoting less than the 3.85% service charges will be rejected.**
- 11.9 Contractor shall ensure minimum one week break in service of each contractual/ outsourced staff, in a staggered manner over a period of time so that no disruption of services occurs.
- 11.10 Contractor shall also ensure that every year minimum 30% of contractual/ outsourced staff are replaced; and
- 11.11 Such contractual/ outsourced staff who has been given break as mentioned in para 11.9 above can be re-engaged after a gap of about a week.
- 11.12 The manpower provided by the Service Provider shall not be deemed employees of the buyer department hence the compliance of the applicable acts/laws will be the sole responsibility of the Service Provider; and
- 11.13 The Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer.
- 11.14 Bids with blank quoted value/conditional quoted value will be rejected.
- 11.15 Signature and rubber stamp of the bidder should be there in the bottom of every page of the uploaded documents.

12 Penalty:

- 12.1 **In supersession of Sr No. 01 of Penalties for Non-Compliance to Service Level Agreement under Clause No. 08 i.e. “SLAs, Penalty and Termination”, if no operation is performed due to non-deployment of the required task force, the following shall apply;**

“The contractor shall ensure that minimum 125 operation is to be performed and shall submit the report of attendance of all operation to the department of each day. In case of non-performance of any operation on any day, penalty of 1.5 times prevailing minimum wages i.e. (Per day prevailing of Minimum wage plus 50% of prevailing minimum wage) per day for non-performance of operation on any day will be deducted from the monthly bill of current month.”

13 Settlement of Dispute:

- 13.1 The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.
- 13.2 Any dispute or difference at any time arising between the Client and the Agency as to the meaning or effect of the Contract or as to any clause, matter or thing herein contained or as to the rights and liabilities of the parties hereto shall be referred to a Sole Arbitrator to be appointed by the Director (P&A)/ Chief Administrative Officer, BARC who will decide the case in accordance with and subject to the provisions of the Indian Arbitration & Reconciliation Act, 1996 or any statutory modifications or re-enactment thereto or thereof for the time being in force and all proceedings in any such Arbitration shall be held in Mumbai.
- 13.3 **The technical operations shall be carried out by personnel deployed by the successful bidder and they shall be the employee of the Agency / Bidder and will, in no way, be deemed as working under employment of BARC and there shall not exist any employer-employee relationship or any legal relationship, whatsoever between BARC and these workers.**