

Bid Corrigendum

GEM/2022/B/2610435-C1

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 Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
2. Text Clause(s)

TERMS AND CONDITIONS AND SCOPE OF WORK FOR GARDENING SERVICES

Name of the Institution : **Kendriya Vidyalaya MIAO, Arunachal Pradesh**

Address / Location of the Building : **Kendriya Vidyalaya MIAO
DISTRICT - CHANGLANG
Arunachal Pradesh-792122**

No. of Days During the month for : **All the days except Sundays & 03 National holidays**
which the service is required

1. The contractor is to employ adequate number of trained gardeners as per norms of KV MIAO, for providing gardening services in the entire lawn, entrance area & potted plants.
2. Wild growth of grass, bushes and trees in the lawn and entrance area is to be cut regularly and disposed off.
3. All existing flowerbeds are to be watered regularly and seasonal/all weather saplings, flowers and plants are to be planted/replaced.
4. All pots and lawn to be regularly watered and maintained in good conditions, grass in the lawn to be maintained.
5. The contractor is also to provide special services not spelled out above in relation to gardening service which may be asked by the Principal or committee framed to supervise the gardening services, in the interest of Vidyalaya.
6. The Vidyalaya on its part shall at no time directly or indirectly employ the services of or deal with any person introduced by the Agency for a period of one year from the date of termination of the contract.
7. That the Vidyalaya on its part shall not be liable to pay any charges, dues, compensation under any of the industrial loss of other loss applicable in this behalf to the personnel which shall be the responsibility of the Agency only who shall be the employer of such personnel.

8. **The contract is strictly for a period of one year from the date of signing of the contract** It may be extended for one more year with the consent of both the parties, strictly based on the outstanding performance of the work done in the first year of contract by the contractor.
9. The Agency shall be directly responsible for the payment of wages, which should not be less than the minimum wages, prescribed by the Central Government for the state and will include such other benefits as may be available to its employees under the relevant acts and Regulations applicable in the state. The Kendriya Vidyalaya shall not entertain any such claim of the person employed by the contractor and shall not be liable for it. The payment of wages will have to be made through e payment (NEFT/RTGS) on 5th of every month.
10. The contractor shall have to submit the proof of deposit of EPF, ESI & Service Tax etc. to the concerned authorities.
11. The Contracting Agency shall provide the Police verification Certificate (Character and Antecedent Certificate) of the persons engaged for the assigned contractual jobs before actually sending them to the institute for work, after the award of the contract.
12. The contractor shall in no case transfer the services required to be performed under this agreement to any other contractor or person without prior permission from the Kendriya Vidyalaya in writing.
13. The contractor's workers shall not enter into any unlawful activity within the KENDRIYA VIDYALAYA premises and shall have a good moral character.
14. The responsibility of Leave / Rest reliver will solely lies upon the contracting agency. The engaged employees should make correspondence to their contracting agency for any leave / rest or any other issue and Contracting agency should make necessary arrangements in this regards.
15. The Contracting Agency shall provide to their security personnel with neat, smart summer uniform as well as winter uniform with insignia
16. Kendriya Vidyalaya being a "No Tobacco Zone", the Agency shall ensure that employees engaged by the firm don't take tobacco or alcohol in any form in the office premises.

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

Buyer Addest Text Based ATC clauses

1. Documents Required :(i) . Registration Certificate (II) MSE Certificate (III) ISO 9001 Certificate (V) Experience Certificate (VI) Last Three Year Turnover Certificate (VII) Labour Liscence (VIII) Service Tax Registration No. (IX) ESI NO. (X) EPF No.
2. The required number of staff is tentative & may vary at sole discretion of the Principal, KV MIAO .
3. The rates for Service charges / Profit if quoted as NIL the bid will be treated unresponsive.
4. In case of absence on any working day, the monthly remuneration will be regulated as per the following formula-

Total Monthly Remuneration = Monthly remuneration (-) A

Where A = Monthly Remuneration X Nos of days absent

Nos. of Days

5. The Candidates / Manpower provided by the Contracting Agency shall be accepted only after scrutiny by KV MIAO . Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also. No Conveyance or any other charges will be paid by KV MIAO. In case none is found suitable then additional bio-data shall be made available by the Contracting Agency, promptly i.e. within 24 hours. The replacement of a Candidate on account of absence/ unsuitability for KVS shall be made within 24 hours.
6. In case of any loss, theft / sabotage caused by / attributable to the personnel deployed, the KVS reserves the right to claim and recover damages from Contracting Agency.
7. It is the responsibility of the Service Provider to provide manpower as per Buyer's requirement the person deployed should not below the age of 18 years old, who should be physically & medically fit.
8. 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.
9. Undertaking:

This is to certify that the Minimum Wages /EPF/ESI and other relevant condition given as per Govt. of Arunachal Pradesh / Central Govt. are applicable and will be completed by the bidder.
10. The Service provider shall nominate a coordinator at Vidyalaya Level who shall be monitor and responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
11. The Service Provider shall be solely responsible for the redress of grievances or resolution of disputes relating to persons deployed. The KV MIAO shall, in no way, be responsible for settlement of such issues whatsoever.
12. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
13. Bidder have to deposit a security money of 5% of total bid amount in favor of KV Miao VVN Account SBI Branch in DD.
14. The persons deployed by the Service Provider should have good police records and no criminal case should be pending against them.
15. The remuneration shall be disbursed through bank (NEFT/RTGS/ECS) to the persons deployed to KV MIAO by Service Provider Agency.
16. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the KV .
17. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the KV MIAO is put to any loss /obligation, monetary or otherwise, the KV MIAO will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
18. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The KV MIAO will have no liability towards nonpayment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned of KV MIAO by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
19. The Service Provider shall be held responsible for any loss/damage to the equipment's and instruments of the KV MIAO provided to the manpower deployed by the Service provider due to the negligence or willful damage as assessed by the KV MIAO .

6. 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 KV MIAO VIDYALAYA VIKAS NIDHI ACCOUNT payable at SBI MIAO BRANCH . 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.
7. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Execution certificate by client with order value.
 - c. Any other document in support of order execution like Third Party Inspection release note, etc.
8. 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.
9. 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.
10. 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.
11. 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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid 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 product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 1% of total value.
12. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
 - i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
 - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
 - iv) The Seller becomes bankrupt or goes into liquidation.
 - v) The Seller makes a general assignment for the benefit of creditors.
 - vi) A receiver is appointed for any substantial property owned by the Seller.
 - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
13. The buyer organization is an institution eligible for concessional rates of GST as notified by the Government of India. The services for which bids have been invited fall under classification of GST concession and the conditions for eligibility of concession are met by the institution. A certificate to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the Concessional rate of GST.
Applicable Concessional rate of GST : 0%
Notification No.and date : 12/2017 dated 28/06/2017
14.
 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.

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent

Authority in Buyer Organization. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

*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](#)