



Bid Number: GEM/2022/B/2485951

Dated: 07-09-2022

Bid Document

Bid Details			
Bid End Date/Time	28-09-2022 16:00:00		
Bid Opening Date/Time 28-09-2022 16:30:00			
Bid Offer Validity (From End Date)	180 (Days)		
Ministry/State Name	Ministry Of Agriculture And Farmers Welfare		
Department Name	Department Of Agriculture Cooperation And Farmers Welfare		
Organisation Name	National Institute Of Plant Health Management (niphm)		
Office Name	Hyderabad		
Item Category	Professional Painting Service - Walls; Interior Walls; NA , Professional Painting Service - Wood; NA; NA		
Contract Period	1 Month(s)		
MSE Exemption for Years Of Experience and Turnover			
Startup Exemption for Years Of Experience and Turnover	Yes		
Bid to RA enabled	No		
RCM Applicable	Yes		
Time allowed for Technical Clarifications during technical evaluation	2 Days		
Estimated Bid Value	38948		
Evaluation Method	Total value wise evaluation		

EMD Detail

Required	No

ePBG Detail

Required	No

Splitting

Bid splitting not applied.

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.

 3. 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.

Section 9(3) Of GST

Where ever RCM is applicable, sellers (Regular GST registered seller who opted out of FCM, unregistered seller, seller registered under composition scheme) will be forced to put Zero GST and GST cess in their bids. Buyer will have liability of paying the GST and GST cess to the government on the specified rate mentioned by them in this Bid.

Professional Painting Service - Walls; Interior Walls; NA (350)

Technical Specifications

Specification	Values			
Core				
Surface/Items/Objects to be painted	Walls			
Type of Walls	Interior Walls			
Type of Metal to be Painted	NA			
Type of Wooden Material to be painted	NA			
Type of Plastic	NA			
Type of Cemented Item to be painted	NA			
Type of Glass Item to be painted	NA			
Unit of Measurement	Square Meter			
Dimensions Type	Length*Width			
Approximate Dimensions				
Industry where painting Service is required	Government Quarters			
Type of Paint Service Required	Brush Painting			
Type of Paint	Emulsion Paint			
Addon(s)				

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable	GST as per RCM GST Cess 1 as per RCM		Optional RCM
NA	NA	Yes	18%	NA	No

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporti ng Officer	Address	Quantity as per the Unit of Measuremen t selected in the specification	Additional Requirement
1	Rama Rao Thota	500030,National Institute of Plant Health Management, Rajendranagar, Hyderabad	350	N/A

Professional Painting Service - Wood; NA; NA (85)

Technical Specifications

Specification	Values
Core	
Surface/Items/Objects to be painted	Wood
Type of Walls	NA
Type of Metal to be Painted	NA
Type of Wooden Material to be painted	Doors , Windows , Kitchen Cupboards
Type of Plastic	NA
Type of Cemented Item to be painted	NA
Type of Glass Item to be painted	NA
Unit of Measurement	Square Meter
Dimensions Type	Length*Width
Approximate Dimensions	
Industry where painting Service is required	Government Quarters
Type of Paint Service Required	Brush Painting
Type of Paint	Enamel Paint
Addon(s)	

Input Tax Credit(ITC) and Reverse Charge(RCM) Details

ITC on GST	ITC on GST Cess	RCM Applicable	GST as per RCM GST Cess 1 as per RCM		Optional RCM
NA	NA	Yes	18%	NA	No

Additional Specification Documents

Consignees/Reporting Officer

S.No.	Consignee/Reporti ng Officer	Address	Quantity as per the Unit of Measuremen t selected in the specification	Additional Requirement
1	Rama Rao Thota	500030,National Institute of Plant Health Management, Rajendranagar, Hyderabad	85	N/A

Buyer Added Bid Specific Terms and Conditions

1. Generic

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. 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

OPTIONAL SITE VISIT:

- 1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. Yes. the costs of visiting the site shall be borne by the bidder
- 2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
- 3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

4. Purchase Preference (Centre)

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 25% of total value.

5. Generic

Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.

6. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

7. 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.

8. Generic

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.

9. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

10. Certificates

To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): The certificate of ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018 for the material to be used for painting.

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 Bid is governed by the <u>General Terms and Conditions</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in 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.

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.

---Thank You---