



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2023/B/4345261
Dated/दिनांक : 14-12-2023

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	04-01-2024 19:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	04-01-2024 19:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Niti Aayog - National Institution For Transforming India
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	N/a
Office Name/कार्यालय का नाम	Niti Aayog
Item Category/मद केटेगरी	Custom Bid for Services - PROVIDING THE SERVICES OF FIVE HOSPITALITY STAFF TO NITI AAYOG
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	10 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (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

Bid Details/बिड विवरण

Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Single Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	2501304
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	26

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

Beneficiary/लाभार्थी :

Under Secretary
NITI Aayog - National Institution for Transforming India
(Rajender Singh Kaushik)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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. 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 / Public Listed Company. 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 defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
[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.
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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of Work:[1702556328.pdf](#)

Service Level Agreement (SLA):[1702556339.pdf](#)

Payment Terms:[1702556354.pdf](#)

GEM Availability Report (GAR):[1702556857.pdf](#)

Custom Bid For Services - PROVIDING THE SERVICES OF FIVE HOSPITALITY STAFF TO NITI AAYOG (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	PROVIDING THE SERVICES OF FIVE HOSPITALITY STAFF TO NITI AAYOG
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Khush Mohmmad Ali	110001,Room No 445, NITI Aayog, Sansad Marg	1	N/A

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

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

GENERAL TERMS AND CONDITIONS FOR THE CONTRACT

1. **General Information:**

- i. **PLEASE READ THE COMPLETE TENDER DOCUMENT CAREFULLY BEFORE SUBMISSION OF BID.**
- ii. NITI Aayog invites online bids under the Single Packet Bid Process for entering into a contract agreement for hiring the services of Five (05)

Hospitality Staff for a period of two years from the date of award of contract. However, the contract may be further extended for a period of one (01) year on the same terms and conditions, subject to satisfactory performance and approval of competent authority in NITI Aayog, provided the requirement still exists, at that time.

- iii. The tender should be submitted online in prescribed Single Packet Bid and both technical and financial bids are to be submitted concurrently. Technical Bid as per **Annexure-I** and Financial Bid format available on GeM, portal .
- iv. NITI Aayog reserves the right to reject bid at any time/stage or relax/ amend/ withdraw any term and conditions of the tender document without assigning any reason thereof.
- v. The successful bidders will be awarded and his consent for acceptance for the contract will be sought in writing within 07 days issue of award of letter .
- vi. No enquiries will be entertained after submission of bids. The detailed tender document may be downloaded from:
<https://gem.gov.in>
- vii. The online bids (complete in all respect) must be uploaded online in two documents; (Technical bid and Financial bid) through GeM Portal online. No physical bids shall be accepted.
- viii. Any corrigendum, if issued, will also be available on the above URLs.
- ix. NITI Aayog reserves the right to reject any/all bids without assigning any reason thereof.

2. Introduction

NITI Aayog is an apex Institution comprising of Vice-Chairman (Rank of a Union Cabinet Minister, GoI), MoS (Planning, I/C), Four (04) Full time Members (Rank of Union Minister of State) and a Chief Executive Officer (Rank of a Secretary to the Govt. of India). In addition, EAC-PM with one MoS level dignitary and two Secretary level officials. Compared to other Ministries and Departments NITI Aayog has to closely coordinate with more than 50 Ministries/Departments/Autonomous Bodies/State Governments/UTs/ Foreign Embassies/High Commissions etc. and Frequent visits/meetings/seminars of Union Ministers, GoI/MoS/Chief Ministers of various States/Cabinet Secretary/Secretaries to the Govt. of India/Chief Secretaries/Ambassadors of various countries/High Level Foreign Delegations/Entrepreneurs/Economists/Industrialists and Experts from various fields, etc. are held at NITI Bhawan Complex and provided with appropriate protocol commensurate with their stature.

3. Objective

NITI Aayog seeks to enter into a contract agreement for providing services of five (05) hospitality staff in various capacities for an initial period of two (02) years from the date of award of contract. However, the contract may be further extended for a period of one (01) more year on the same terms and conditions, subject to satisfactory performance and approval of competent authority in NITI Aayog, provided the requirement still exists, at that point of time.

4. **Scope of work**

The hospitality staff will be required to do the work as per their description of duties furnished below:-

S.No	Name of the Post	Description of Duties
1.	Food and Beverage Supervisor	Ensure and Supervise food and beverage inventories, verification of bills from concerned sections/verticals, management of hospitality staff, inspection of kitchen equipment and resolution of any customer complaints or service issues. In addition, he will also be allotted other duties as per service requirement.
2.	Steward	Serve food (both vegetarian and non-vegetarian) and remove soiled plates and flatware from the table. In addition, they will also be allotted other duties as per service requirement.
3.	Dish Washer	They are required to wash soiled plates and utensils, clean cooking stations, appliances and machines, empty and clean trash receptacles. In addition, they will also be allotted other duties as per Service requirement.

5. **Submission of technical bid (Annexure-I)**

The technical bid should be filled on company letter head (self attested), as per format given at Annexures-I of the tender document. After filling the form, it should be signed by the authorized signatory and company seal affixed on it. After that, scanned copies of the technical bid along with all supporting documents should be uploaded on the GeM portal. The list of supporting document may be seen at **Annexure-IV.**

6. **Bid Security Declaration:** Each bidding firm will have to submit a Bid Security Declaration that it will not withdraw or modify its bid during the bid security period. If a bidding firm withdraws or modifies its bid during the bid security period or if it fails to sign the contract or submit the Contract Performance Security Deposit after award of contract, the bidding firm shall be blacklisted and debarred from participating in any bid/tender floated by NITI Aayog for a period of three (03) years from the date of such orders from NITI Aayog.

5. **Instructions, terms and conditions (Eligibility Criteria):**

- 1) The bidder should have an office in Delhi/Gurugram/Noida.
- 2) The bidder should have all statutory registrations, viz., registration of company, PAN, GST, ESI, EPF, etc.
- 3) The bidding firm shall provide suitable uniforms and other serving gloves etc. to the hospitality staff.
- 4) The bidder will furnish a certificate of undertaking as per format at **Annexure-II** of the tender document.
- 5) One bidder can submit only one bid.
- 6) The Bidder must have an average annual turnover of at least Rs. 10 Lakhs (Rupees Ten Lakhs only) in the last three financial years ending 31/03/2023. Start-Ups/MSME/NSIC firms are exempted under this category subject to submission of relevant Start-Up/MSME/NSIC Certificate. The ITRs of the last three financial years must be attached.
- 7) The bidding firm must have executed at least 03 similar assignments for any Central / State Government Organization/ Ministry/ Department / PSU in Delhi in the last 5 years before 31/3/2023. Similar works implies providing the services of hospitality staff. Start-Ups/MSME/NSIC firms are exempted under this category subject to submission of relevant Start-Up/MSME/NSIC Certificate. The Work Order and Work Completion Certificate issued by the Government Ministry /Department concerned must be attached.
- 8) The bid should be in the prescribed format. The address and other particulars should be complete in all respect.
- 9) There should be no cuttings and overwriting in the bid.
- 10) Bids other than online bids received on the Govt. of India's GeM (Government-e-Marketplace) portal will not be accepted.
- 11) Enquiry after submission of bids will not be entertained.
- 12) NITI Aayog will enter into a contract agreement for availing the services of hospitality staff for an initial period of two (02) years from the date of award of contract. The contract will be initially for a period of two years. However, the contract may be further extended for a period of one (01) year on the same terms and conditions, subject to satisfactory performance and approval of competent authority in NITI Aayog, provided the requirement still exists, at that time.
- 13) The successful bidder shall deposit a bank guarantee of value of 3% of total contract value towards Performance Security.
- 14) The Performance Security should be valid for a period of 60 days beyond the completion date of contract.
- 15) The Performance Security will be released after satisfactory conclusion of the contract and all contractual obligations.
- 16) NITI Aayog will have the right to forfeit the Performance Security Amount in full or in part to recover any loss that may have been caused b

y the contractor or to recover the cost that NITI Aayog had to pay to another party due to inability of the contractor to provide the service.

17) After award of the contract, all payments will be made through N EFT/RTGS only.

18) NITI Aayog will have the right to terminate the contract at any point of time by giving one month's notice.

19) The terms and conditions of the tender document shall apply to the extent that provisions in other parts of the document do not supersede them. For interpretation of any terms and conditions in the tender document or contract agreement, the interpretation of NITI Aayog shall be final and binding on the bidders. In addition, GeM terms and conditions shall also be applicable. In case of overlapping, the terms and conditions of this tender will stand cancelled.

20) NITI Aayog reserves the right to reject any/all the tenders without assigning any reasons whatsoever.

21) Before the last date for submission of bids, NITI Aayog may modify the bidding document by issuing addendum/corrigendum.

22) Addendum(s)/corrigendum, if any, will be posted on the GeM portal.

23) **IMPORTANT:** if asked by NITI Aayog, the bidder will be obliged to produce original copy of any/all of the supporting document(s) for verification by NITI Aayog.

24) **IMPORTANT:** only a single authorized signatory should sign the technical cum financial bid, certificate of undertaking and all supporting documents.

25) For the purpose of keeping record, the contractor will provide complete details of the Hospitality Staff on his company's letterhead, i.e., Name of the Hospitality Staff, Father/Husband's name, residential address, mobile contact number, Aadhar Number, Date of Birth, Educational Qualification, Medical Fitness Certificate, Police Verification Report etc.

26) All the five (05) hospitality staff should have a Police Verification Certificate, before being deployed in NITI Aayog. It will be the responsibility of the contractor to get the Police Verification done.

27) The contractor should not sub-let the contract to any other party and the hospitality staff deployed should be on the pay roll of the contractor.

28) The quoted rates should not be less than the Minimum Rates of Wages as notified by the Department of Labour, Govt. of NCT of Delhi, or any subsequent Notification issued by the Department of Labour, Govt. of NCT of Delhi.

29) The minimum wages will increase, as and when Govt. of NCT of Delhi issues Notification in this regard. It will be responsibility of the contractor.

tor to provide a copy of the Notification on time to NITI Aayog as and when it is issued, for the purpose of revision of wages.

30) It will be the responsibility of the contractor to ensure that the ESI and EPF contributions are deposited timely.

31) The contractor has to submit proof of depositing the ESI and EPF contributions on a monthly basis along with the bills. Bills without such proofs will not be accepted.

32) If it is found by NITI Aayog that the contractor is not making full payment as notified by the Department of Labour, Govt. of NCT of Delhi to the hospitality staff or not submitting the required PF and ESI in their respective accounts, the contract will be cancelled and the contractor will be marked invalid on the GeM portal.

33) The hospitality staff will work from 8.00AM to 06.30PM on all six working days or as per the service requirement.

34) They will be required to get themselves registered for Aadhar Based biometric attendance system.

35) Payment of wages will be based on the attendance of the hospitality staff. Proportionate amount will be deducted for the period of absence of the hospitality staff.

36) For all intents and purposes the contractor will be the employer within the meaning of different Labour Laws applicable, in respect of the staff deployed by the contractor in NITI Aayog.

37) The hospitality staff will not have any claim of permanent employment in NITI Aayog.

38) The contractor will be solely responsible for the redress of the grievances, resolution of disputes of the hospitality staff deployed in NITI Aayog.

39) NITI Aayog will not be responsible for any financial loss to any person deployed by the contractor in NITI Aayog.

40) The hospitality staff will not claim and will not be entitled to any perks or other facilities admissible to the employees of the NITI Aayog.

41) In case of expiry of the contract or pre-mature termination of the contract, persons deployed by the contractor in NITI Aayog will not be entitled or will not have any claim for retention/absorption in any capacity in NITI Aayog.

42) The contractor will be responsible for compliance of all statutory provisions relating to payment of minimum wages, ESI and EPF contributions, etc., in respect of the hospitality staff deployed by him in NITI Aayog.

43) The contractor will be solely responsible for payment of wages, other dues, compliance of all labour laws, welfare schemes etc. in respect of the hospitality staff. The contractor will be responsible for depositing all

taxes to the concerned authority, in respect of the contract with the NITI Aayog.

44) The contractor will maintain all statutory registers under the law.

45) If the successful bidder fails to deploy the workers within the 15 days of signing the contract the bidding firm shall be blacklisted and debarred from participating in any bid/tender floated by NITI Aayog for a period of three (03) years from the date of such orders from NITI Aayog.

10. Submission of bid:

- i. The bid should be unconditional. Conditional, Optional bids or NIL Bids will not to be entertained and will be summarily rejected
- ii. Each bidder can only submit one bid.
- iii. The bid should be in the prescribed format.
- iv. The address and other particulars as sought in bid should be complete in all prospects.
- v. The quoted rates should not be less than the Minimum Rates of Wages as notified by the Department of Labour, Govt. of NCT of Delhi, or any subsequent Notification issued by the Department of Labour, Govt. of NCT of Delhi.
- vi. Only a single authorized signatory should sign the technical bid , certificate of undertaking and all supporting documents.
- vii. If asked by NITI Aayog, the bidder will be obliged to produce original copy of any/all of the supporting document(s) for verification by NITI Aayog.

11. Validity of Tender:

The bid will be valid for a period of 90 days and Bid Security Declaration validity is 120 days from the last date for submission of bids.

12. Undertaking:

The bidder will give a certificate of undertaking as per format at **Annexure-II**. Further, submission of the bid will be deemed to be an acceptance of all the terms, conditions and instructions lay down by NITI Aayog and will be binding of the successful bidder, immediately upon entering into the contract. Any bid received without the undertaking will be rejected.

13. Opening of Technical/ Financial Bid:

- i. The Technical and Financial Bid (Single Packet) will be opened by the Tender Evaluation Committee cum Financial Bids Evaluation Committee (TEC-cum-FEC) of NITI Aayog.

14. Technical Bid evaluation:

The technical bids will be qualified on the basis of the following documents submitted:

- i. Self-attested copies of all supporting documents, as mentioned in Annexure IV.
- ii. Online Bids will be evaluated by the Tender Evaluation Committee cum Financial Bids Evaluation Committee (TEC-cum-FEC)

15. Financial Bid evaluation:

- i. The service charges quoted by the bidder should not be less than 3.85%.
- ii. Applicable taxes; ESI and EPF should be included in the financial bid.
- iii. All those bidders who will quote rates less than the min. wage rate + 13%PF + 3.25%ESI + 18%GST will be disqualified.

16. Selection of successful bidder:

- i. The technical qualified bidder who quotes minimum rates in the financial bid will be declared as the L-1 bidder or successful bidder.
- ii. In case more than one technically qualified bidder has quoted the lowest rates, the successful bidder will be selected on the basis of GeM Auto-select which will be conducted by a designated officer of NITI Aayog in the presence of Tender Evaluation Committee cum Financial Bids Evaluation Committee (TEC-cum-FEC).

17. Issue of Letter of Intent, Award of Contract Letter and signing of contract agreement.

- i. After completion of the selection process, NITI Aayog will issue a Letter of Intent to the successful bidder. The successful bidder has to convey his acceptance in writing within 07 working days from the date of receipt of the letter.
- ii. NITI Aayog will then issue an Award of Contract Letter and Auto Generated Service Level Agreement (SLA). The successful bidder has to sign and forward it to NITI Aayog alongwith the Performance Security amount of 3% of total contract value in the form of Bank Guarantee/Insurance Surety Bonds/Demand Draft/FDR within 07 working days period. NITI Aayog will return one copy of the rate contract agreement to the Successful Bidder after it is signed by the competent authority of NITI Aayog.
- iii. 07 days will be excluding Saturdays, Sundays and Gazetted Holidays.

18. Validity of Contract Agreement

The contract agreement will initially be valid for a period of two year from the date of signing the Contract Agreement and submission of Performance Security. The validity of the Performance Security should be two month beyond the date of completion of the contract. If the Contract is

extended, the Contract Agreement will be extended for a further period of one (01) year on the same terms and conditions, which will be subject to the satisfactory performance of the service provider and as mutually agreed upon by both the parties, provided the requirement still exists at that point of time. Accordingly, the PSD should also require to be renewed.

19. Liquidated Damages

In the event of the Contractor's withdrawal from the contract prematurely, NITI Aayog may, without prejudice to his other rights under the contract, recover from the contractor the entire amount that had to pay to another agency/service provider for getting the services, as liquidated damages. This may be recovered in part or full from the Performance Security Amount.

20. Risk Purchase Clause

If the contractor fails to abide by the terms and conditions stipulated in the tender document or fails to abide by the terms and conditions of the contract, or fails to provide satisfactory services or at any time repudiates the contract, NITI Aayog will have the right to:

- a. Recover the cost/loss from the Performance Guarantee Amount.
- b. Recover the entire cost, if the services were obtained through source(s) other than the contractor.

21. Force Majeure after award of contract

- i. For the purpose of the contract "Force Majeure" means an event which is beyond the reasonable control of NITI Aayog, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes NITI Aayog's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, any act of terrorism, storm, flood, quarantine or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of NITI Aayog invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of the Contractor or by or of such Contractor's or agents or employees, nor (ii) any event which a diligent Contractor could reasonably have expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

22. Measures to be taken

The Contractor affected by an event of Force Majeure shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

23. Suspensions

NITI Aayog may, by written notice of suspension to the Contractor, suspend all payments to the Contractor hereunder if the Contractor fails to perform any of his obligations under the Contract, including the carrying out of the services, provided that such notice of suspension shall specify the nature of the failure.

24. Termination

NITI Aayog may at its sole discretion and for any reason(s) whatsoever, decide to terminate the Contract. In such an event NITI Aayog will give in writing one month's Notice to the Contractor and terminate the contract.

25. Cessation of services

- i. Upon termination of the Contract by notice of either party to the other, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to safeguard the interests of NITI Aayog.
- ii. Handover the equipment in proper working condition.

26. Arbitration

- i. Any controversy or dispute arising out of the contract shall be referred to the sole arbitration of Adviser (Admn.) or any Joint Secretary level officer of NITI Aayog, New Delhi or to any officer nominated by him / her. There shall be no bar to the reference of dispute to the arbitration by such officer as nominated by the competent authority even though the said officer as an employee of NITI Aayog might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter earlier is originally referred to is transferred or vacates his office or is unable to act for any reasons, the Joint Secretary level officer shall be competent to appoint another person as arbitrator, who shall be entitled to proceed with the reference, from the stage at which it was left by his predecessor. The decision of the Adviser (Admn.) or the officer nominated by him shall be final and binding on both the parties, i.e., the Contractor and NITI Aayog. The arbitration proceedings shall be held in NITI Aayog, New Delhi. The time limit for filing for arbitration is 60 days from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no arbitration. The place of settlement of disputes shall be Delhi. In the case of settlement of dispute in the court of law, it will be in the jurisdiction of the

Hon'ble Court at Delhi.

ii. Subject to the above, the provisions of the Arbitration Act, 1996 or any statutory modification or enactment thereof and rules made thereunder and for the time being in force, shall apply to arbitration proceedings under this clause.

iii. The Arbitrator may from time to time extend the time for making and publishing the award. He may do so without any need for obtaining the consent of the parties to the dispute.

27. Taxes

It is mandatory for the contractor to comply with all tax related norms.

Disclaimer/अस्वीकरण

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), 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 General Terms and Conditions/सामान्य नियम और शर्तें 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./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।

---Thank You/धन्यवाद---