



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3375567  
Dated/दिनांक : 21-04-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-05-2023 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	12-05-2023 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health Research
Organisation Name/संगठन का नाम	Indian Council Of Medical Research (icmr)
Office Name/कार्यालय का नाम	Niv Pune
Item Category/मद केटगरी	Manpower Outsourcing Services - Minimum wage - Unskilled; Others; Sweeper , Manpower Outsourcing Services - Minimum wage - Skilled; Admin; Data Entry Operator , Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Others; Driver - LMV
Contract Period/अनुबंध अवधि	1 Year(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	11 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

<b>Bid Details/बिड विवरण</b>	
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Floor Price/न्यूनतम मूल्य</b>	This bid has been created/published with floor price(minimum value) selected by the Buyer. Service Providers are advised to quote above the minimum floor value.
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	48000

**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).	14

(a). 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./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।

(b). 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 :**

Director

ICMR - National Institute of Virology, PUNE, Department of Health Research, Indian Council of Medical Research (ICMR), Ministry of Health and Family Welfare (The Director)

**Splitting/विभाजन**

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

**MII Compliance/एमआईआई अनुपालन**

MII Compliance/एमआईआई अनुपालन

Yes

**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

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 data sheet (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.
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 defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
4. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

**Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा****Scope of work & Job description:**[1682062271.pdf](#)**Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages Act:**[1682062309.pdf](#)**Buyer to upload Gazette notification for the breakup of ESI/EPF/ELDI etc if required**[1682068785.pdf](#)**Manpower Outsourcing Services - Minimum Wage - Unskilled; Others; Sweeper ( 4 )****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Unskilled
Type of Function	Others
List of Profiles	Sweeper
Educational Qualification	Not Required
Specialization	Not Required

Specification	Values
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	VDA

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Ashok Munivenkatappa	560011,ICMR-National Institute of Virology (NIV),Bangalore Unit RGICD Premises Dharmaram College (Post) Bengaluru-560029 Karnataka, India Telephone: 080-26654084/26654074	4	<ul style="list-style-type: none"> <li>Bonus (INR per day) : 22.4269</li> <li>EDLI (INR per day) : 0</li> <li>EPF Admin Charge (INR per day) : 0</li> <li>Minimum daily wage (INR) exclusive of GST : 523</li> <li>Optional Allowances 1 (INR per day) : 188</li> <li>Optional Allowances 2 (INR per day) : 0</li> <li>Optional Allowances 3 (INR per day) : 0</li> <li>ESI (INR per day) : 23.1077</li> <li>Number of working days in a month : 26</li> <li>Provident Fund (INR per day) : 75</li> <li>Tenure/ Duration of Employment (in months) : 12</li> </ul>

### Manpower Outsourcing Services - Minimum Wage - Skilled; Admin; Data Entry Operator ( 2 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Skill Category	Skilled
Type of Function	Admin
List of Profiles	Data Entry Operator
Educational Qualification	Graduate
Specialization	Commerce , Economics , Arts , Science
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA

Specification	Values
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	VDA

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Ashok Munivenkatappa	560011,ICMR-National Institute of Virology (NIV),Bangalore Unit RGICD Premises Dharmaram College (Post) Bengaluru-560029 Karnataka, India Telephone: 080-26654084/26654074	2	<ul style="list-style-type: none"> <li>• Minimum daily wage (INR) exclusive of GST : 523</li> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 22.4269</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 188</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 75</li> <li>• ESI (INR per day) : 23.1077</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

**Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; Others; Driver - LMV ( 1 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Skill Category	Highly-Skilled
Type of Function	Others
List of Profiles	Driver - LMV
Educational Qualification	High School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
<b>Addon(s)/एडऑन</b>	
<b>Additional Details/अतिरिक्त विवरण</b>	
Title for Optional Allowances 1	VDA

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़****Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Ashok Munivenkatappa	560011,ICMR-National Institute of Virology (NIV),Bangalore Unit RGICD Premises Dharmaram College (Post) Bengaluru-560029 Karnataka, India Telephone: 080-26654084/26654074	1	<ul style="list-style-type: none"> <li>• EDLI (INR per day) : 0</li> <li>• Bonus (INR per day) : 22.4269</li> <li>• EPF Admin Charge (INR per day) : 0</li> <li>• Optional Allowances 1 (INR per day) : 247</li> <li>• Optional Allowances 2 (INR per day) : 0</li> <li>• Optional Allowances 3 (INR per day) : 0</li> <li>• Minimum daily wage (INR) exclusive of GST : 693</li> <li>• ESI (INR per day) : 30.55</li> <li>• Number of working days in a month : 26</li> <li>• Provident Fund (INR per day) : 75</li> <li>• Tenure/ Duration of Employment (in months) : 12</li> </ul>

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

1. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.
2. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.
3. **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

4. **Buyer Added Bid Specific ATC**

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

5. **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.



## 6. Service & Support

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

## 7. 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.

## 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---**

**ADDITIONAL TERMS AND CONDITIONS**  
**ICMR-NIV, BANGALORE UNIT**

**HOUSE KEEPING, DRIVER AND OTHER SERVICES**

**Brief scope of Work/Contract:** The scope of work for sweeper is Cleaning, Sanitation and Disinfection services of all floors, wash rooms, Laboratories, Offices, buildings, all furniture & fixtures at ICMR-National Institute of Virology (ICMR-NIV), Bangalore unit, which comprise of a series of activities, including, but not restricted to sweeping, wet cleaning, steam cleaning and such other activities as may be necessary to maintain acceptable standards of cleanliness within a defined set of premises. Plus disposal and management of waste as per the approved norms and personnel should be deployed from 8.30 a.m. to 5.00 p.m. on six days a week basis. In addition, the agency will provide required numbers of Drivers for local/ out of city trips on shift duties and he should have light and heavy vehicle License. And DEO to have administration related work. The agency shall supply Highly Skilled Driver with qualification of HSC with ITI/ Motor Mechanism knowledge and Data Entry Operators (DEO) Skilled/Clerical having minimum Graduate qualification with typing skill and MS-Office / Computer Proficiency to work in Administration department. While Sweeper is Unskilled category.

## TERMS AND CONDITIONS

- 1) **The bid security (EMD) of Rs. 48,000/- (Rupees Forty Eight Thousand only)** has to be submitted in a separate cover along with technical bid only, in form of account payee demand draft/ FDR / banker's cheque / drawn in favour of the Director, National Institute of Virology, Pune. The Bid Security should be valid for a period of 45 (forty five) days beyond the bid validity period. The bid security will not carry any interest.
- 2) The Bidder should scan a copy of the Earnest Money Deposit and upload it online through GeM Portal. The original copy of the Earnest Money Deposit should be sent through Speed Post or Registered Post to **The OIC, ICMR-National Institute of Virology, Bangalore Unit, Rajiv Gandhi Institute of Chest Diseases Premises, 1st Main, Someshwaranagar, Near NIMHANS, Bangalore - 560029** on or before the time of closing of the uploading of the Bids. It can also be handed over in person. In the event of non-receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be evaluated.
- 3) Bids received without EMD will not be entertained. However, bidders registered as NSIC / MSME with ministry of MSME are exempted from submission of EMD for which bidder should submit valid registration certificate. In absence of such valid registration certificate, the bids will be rejected.
- 4) The Bid Security will be forfeited if the bidder withdraws or amends its / his bids or impairs or derogates from the tender in any respect within the period of validity of the bid or if the successful bidder fails to furnish the required Performance Security within the specified period.
- 5) Bid securities of the unsuccessful bidders will be returned to them latest by the 30th day after the award of the contract. Bid Security will be refunded to the successful bidder on receipt of a performance security.
- 6) **The Minimum Service charges are fixed at 3.85% and bid offering service charges of less than 3.85% will be treated as unresponsive & will be rejected.**
- 7) ICMR-NIV will not be liable for direct payment on account of Bonus. Service provider to consider payment of bonus in accordance with Payment of Bonus Act by them while quoting service charge.
- 8) Contract period will be initially for one year. Based on the satisfactory services (Housekeeping, Driver and DEO) are likely to be extended for maximum period of three years including the initial period. All the rights to extend or reduce the period of contract or termination of the contract will be at the discretion/jurisdiction of the Director, ICMR-NIV, Pune and will be binding on the agency.
- 9) **The successful bidder shall furnish the performance security for an amount equal to 3% of bid amount** in terms of Bank guarantee of any nationalized bank within 20 calendar days from the date of acceptance of the bid which should be valid up to 14 months from the date of issue of BG. The bidder has to extend the validity of the PG up to the extended period also at his own cost.
- 10) Service & Support : AVAILABILITY OF OFFICE OF SERVICE PROVIDER:

An office of the Service Provider must be located in Bangalore, Karnataka state.

**Office registration certificate to be submitted.**

- 11) Institute reserves the rights to terminate the contract by giving one-month notice at any time on the ground of unsatisfactory services provided by the contractor / agency or any other ground detrimental in the interest of the Institute. The Institute will be the sole discretion in this regards. Decision regarding whether the Housekeeping, Mali, Driver and DEO services are effective / proper / timely etc. shall be with the Institute.
- 12) Agencies or appointed contractors may visit ICMR-NIV campus on any working day between 15.00 to 16.00 hours to understand the scope / nature of work.
- 13) Any dispute arising out of the terms of this contract or the interpretation of any clause herein shall be settled by mutual discussion between the ICMR-NIV authorities and agency / contractor. The Director, ICMR-NIV will be the final authority in resolving such disputes and the Director's decision will be binding on the agency/ contractor.
- 14) Providing proper, effective, fruitful and timely services (Housekeeping, Mali, Driver and DEO) by the agency / contractor shall be the essence of the contract. Cleanliness is a very essential part of housekeeping. Institutional authorities will decide the nature / scope of the contract and their decision will be final.
- 15) Agency / contractor should possess the requisite registration license of Shop Act / Establishment, Employees' State Insurance (ESI), Employees Provident Fund (EPF), Goods and Services Tax (GST), Professional Tax, Tax Deducted at Source (TDS) etc., from state / central government departments as applicable from time to time. The agency / contractor will have to maintain registers / records as required under the provision of various acts and complete the formalities prescribed therein. ICMR-NIV shall not be responsible in any way for any breach of these rules and regulations by the agency / contractor.
- 16) License under the provision of Contract Labour (R&A) Act (1970) have to be obtained / renewed and kept operative by the Agency / Contractor.
- 17) Registration number (registered under Contract Labour Act) and GST number of the agency should be given (mandatory) while submitting the quotation.
- 18) All the employees shall be covered under EPF & ESI as per the eligibility under EPF Act (1952) & ESI act (1948) and appropriate deductions may be made from the salary/ wages as per the provision of the payment of wages act (1936).
- 19) All employees have to be paid wages and special allowances as per the order dated 28/09/2022 w.e.f. 01/10/2022 prescribed by the Government of India under the minimum wages Act (1948) and its subsequent amendments. All the statutory payments and wages as per prevalent applicable Minimum Wages Act to its employee shall be the responsibility of the agency / contractor and the ICMR-NIV shall not be responsible for any lapse on the part of the agency / contractor in this regard.
- 20) The appropriate payment of wages and other benefits to the employees of the agency / contractor shall be the EXCLUSIVE RESPONSIBILITY OF THE AGENCY and persons so employed by the agency / contractor shall have NO CLAIM whatsoever on ICMR-NIV.
- 21) (a) Bank statement indicating payment made to individual manpower to be provided along with each invoice. (b) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work. (c) The contractor

shall pay to the employee before the expiry of the seventh day of the following month and raise invoice to buyer (ICMR-NIV) after releasing the payment to manpower. (d) Each monthly bill must accompany the copies of authenticated documents of payment of such contributions of EPFO/ESIC. (e) Overtime will be admissible only when hired staff works for more than 26 days in a month.

## 22) PAYMENT TERMS

- 17.1) Payment Condition: (a) the cost of services quoted by the Service Provider shall be cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI, etc.) and taxes, as applicable. (b) The Payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
  - 17.2) Payment Cycle: (a) Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same. (b) The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.
  - 17.3) Payment Process: (a) Payment shall be made only after submission of invoices, attendance sheet, logbook, service feedback; non-submission of the same may lead to delay/ deduction in payment. (b) All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same. (c) Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made.
- 23) Additional manpower to be provided as per requirement within 1 week.
  - 24) In case of non-availability of specifically demanded manpower; the Service Provider shall communicate the same to Buyer within a week's time.
  - 25) The consent of buyer is necessary before removing / replacing any manpower.
  - 26) The agency will deploy manpower for six days per week as per requirement of theInstitute. If required, they will be deployed on shift duties including all holidays.
  - 27) None of the employees of the agency / contractor will have any right of facilities offered by the ICMR-NIV to its regular/ project staff. They will not have any claim for gratuity and permanent position in ICMR-NIV and its units. Agency has bound tosubmit undertaking of each worker before entering into contract in this regards.
  - 28) In case of loss of property due to the theft / negligence of the agency / contractor during the contract period, the cost of properties shall be borne by the agency / contractor and such loss/ damage of ICMR-NIV property shall be recovered from the monthly bills or security deposit of the agency / contractor.
  - 29) The employees engaged by the agency / contractor should observe the discipline and office decorum during their working hours/ duration of employment.
  - 30) Absence or deployment of less manpower shall be liable for penal recovery frommonthly bills of concerned agency or contractor.
  - 31) Agency / contractor should supply reliable personnel after thoroughly verifying their personal identity along with police verification. Physical/medical fitness certificate of the employee is mandatory. Personnel above the age of 60 years should not beemployed. The credential of

the employed contractual staff will be verified by ICMR-NIV authorities. It is mandatory to insure the contract staff by the agency and copy should be submitted to ICMR-NIV before engaging them for work. One set of verified documents must be provided for Administrative records. If the ICMR-NIV is not satisfied with services of any Individual on contract, the contractor must replace contractual staff immediately.

- 32) Agency / contractor should issue identity cards to their employees, which is mandatory to wear during working hours and make available for inspection at any time.
- 33) The agency / contractor shall supply good quality uniforms to their employees and must wear during working hours. Any employee(s) /without uniform will not be allowed to enter the campus and will be liable for salary deduction for the day. In such cases, immediate replacement of the manpower must be provided by the contractor to support the particular job.
- 34) It is the sole responsibility of the contractor/agency to settle the claims in case of any injury, damage or loss of a life of the contract worker. In case, the workers engaged by the agency / contractor have any grievances, the same should be resolved by the agency / contractor without creating any disturbance to the Institute. The agency / contractor will be solely responsible if the employees misbehave or create problems to the Institute; such employees should be removed from duties immediately and the agency/ contractor shall provide the replacement immediately.
- 35) On the expiry of the contract, the agency / contractor undertakes the responsibility to leave the premises in peace with all the workers without creating any disturbances to the Institute.
- 36) The Director ICMR-NIV has the right to modify any conditions as and when required with the mutual understanding with the agency / contractor.
- 37) The Director ICMR-NIV has the right to increase or decrease the numbers / quantity to be orders up to 25% of bid quantity at the time of placement of order.
- 38) The proprietor or nominee of the agency/ contractor shall visit ICMR-NIV campus at least twice a month to ensure supervision and smooth functioning of the agency / contract.
- 39) The contractor shall not be allowed to sub-contract any part of the contract without the prior written consent of the Director, ICMR-NIV. If such consent is given, this shall not relieve the tenderer from any liability or obligation under the contract and he shall be responsible of the acts/ defaults and neglects of any sub-contractor, his agents or workmen as if they were the acts, defaults or neglects of the tenderer, agents or workmen.
- 40) In case of any ambiguity/ dispute in the interpretation of any of the clauses/ terms and condition, the Director, ICMR-NIV's interpretation of the clauses/ terms and conditions shall be final and binding on all the parties. The jurisdiction of arbitration shall be Pune.
- 41) In case two or more than two agencies quote the same service charges, L-1 will be selected by "GeM Auto Selection" only.
- 42) The bidder should have executed at least one work order of 80% of work value or two works of 50% work value or three work orders of 40% work value in the last three financial years.
- 43) The bidder shall provide Chartered Accountants Certified copy as a proof for minimum average turnover.
- 44) As per Department of Expenditure, Ministry of Finance OM no. 6/18/2019-PPD dated 23/07/2020, bidder must submit an undertaking regarding fulfillment of required land border

sharing restrictions.

- 45) **It is mandatory for prospective bidders to mark numbering on each and every pages and the detail as asked at Annexure-I must be attached/uploaded with Technical Bid. It is clarified that if any document submitted by the bidders is damaged or unreadable the bid may be considered as disqualified.**
- 46) **The bidder shall submit Self Declaration regarding Black-listing, Bankruptcy, and Insolvency etc. as per the format given in Annexure- II, III & IV.**
- 47) **The bidders are advised to study carefully the various clauses contained in the Terms and Conditions before submitting their bids.**



## **Bid Specific Terms and Conditions selected from GeM**

### **1. 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. Format provided in Annexure II.

### **2. Service & Support**

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

3. 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.

### **4. Past Project Experience**

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.

## Annexure-I

### Proforma for Submitting Requisite Information/Documents:

#### I.

Sr. No.	Particulars	Attached or Not (Yes or No)	Page No.
1	Name, Email, Phone No. of Contact Person & Escalation Matrix for service support		
2	EMD Details or NSIC/MSME Registration Certificate for EMD Exemption		
3	Shops & Establishment Registration Details:		
4	Labour License Details:		
5	E.S.I. Registration Details:		
6	E.P.F. Registration Details :		
7	Profession Tax Registration Details:		
8	PAN Registration Details:		
9	TDS Certificate:		
10	GST Registration Details:		
11	If Pvt. Ltd. Co. Registration Details:		
12	Undertaking regarding suspended / blacklisting (Annexure II)		
13	Undertaking regarding bankruptcy, insolvency and defaulter (Annexure III)		
14	Declaration for all terms & conditions (Annexure IV)		
15	Undertaking regarding Land border Sharing Restrictions		

#### II.

Sl. No.	Description	Detail of work orders ( to be filled by bidder)	Page Number
1	Single order to 80% of bid value or		
2	Two orders to 50% of bid value or		
3	Three orders to 40% of bid value		

**III.**

Sr. No.	Name of firm	Turnover			Average Turnover	Page Number
		FY 2019-2020	FY 2020-2021	FY 2021-2022		
1						

**IV.****Experience Details**

<u>Sl. No.</u>	<u>Name and Address of Organization</u>	<u>Name, Designation and Telephone / Mobile No. of the officer concerned</u>	<u>Order No. &amp; Date</u>	<u>Duration of Contract</u>		<u>Contract Value (Rs.)</u>	<u>No. of Personnel Deployed</u>	<u>Supporting Documents Page No.</u>
				<u>To</u>	<u>From</u>			
1								
2								
3								
4								

**Annexure-II**

(On the letter head of the Service Provider)

**SELF-DECLARATION - NO BLACKLISTING**

In response to the Tender Document for hiring of manpower services at ICMR-NIV, I/ We hereby declare that (name and address of the bidder) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/ Autonomous Body.

We further declare that presently (name and address of the bidder) is not blacklisted or debarred and not declared ineligible for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission including violation of relevant labour laws.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we shall be debarred from bidding in future at ICMR-NIV.

Date and place with seal

Name, signature of the  
authorized representative of the  
bidder

**Annexure-III**

(On the letter head of the Service Provider)

**SELF-DECLARATION - INSOLVANCY, BANKRUPTCY OR DEFAULTER**

I/We, (Name of the Bidder) having registered office at our (address) represented by (Name of authorized representative) do here by solemnly declare that we are neither in any way Insolvent, Bankrupt or Defaulter in terms of rules & regulations presently invoke in India. In case of any such event is found during bids evaluation and award of contract, I/We have no objection if my/ our tender is rejected.

Date and place  
with seal

Name, signature of the authorized  
representative of the bidder

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**Annexure-IV**

(On the letter head of the Service Provider)

**DECLARATION**

1. This is to certify that I/We before signing the special terms and conditions have read and fully understood all the terms and conditions and instructions contained therein and undertake myself / ourselves to abide by the said terms and conditions.
2. I/We will abide by the Minimum Wages Act Contract Labour Act etc. as applicable from time to time for the workers employed. Bonus, Gratuity, PF and ESI if applicable will have to be borne by us. If selected, the number of persons employed will be adequate to provide quick, efficient and un-interrupted service.
3. If selected, I/We shall provide quality services to the buyer with amenities as mentioned in the said terms and conditions.
4. I / We agree that I / We have no objection if enquiries are made to our clients to verify the facts submitted by us.
5. I/we also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided by us are incorrect, any contract given to the above firm may be summarily terminated and I / We are liable to be debarred and blacklisted.

Date and place  
with seal

Name, signature of the authorized  
representative of the bidder