

### Bid Document

<b>Bid Details</b>	
<b>Bid End Date/Time</b>	28-11-2022 19:00:00
<b>Bid Opening Date/Time</b>	28-11-2022 19:30:00
<b>Bid Offer Validity (From End Date)</b>	155 (Days)
<b>Ministry/State Name</b>	Ministry Of Health And Family Welfare
<b>Department Name</b>	Department Of Health Research
<b>Organisation Name</b>	Indian Council Of Medical Research (icmr)
<b>Office Name</b>	Indian Council Of Medical Research
<b>Item Category</b>	Manpower Outsourcing Services - Fixed Remuneration - Admin; Data Entry Operator; Graduate , Manpower Outsourcing Services - Fixed Remuneration - Admin; Office Helper; 12th pass , Manpower Outsourcing Services - Fixed Remuneration - Others; Cook; High School
<b>Contract Period</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	124 Lakh (s)
<b>Years of Past Experience Required for same/similar service</b>	3 Year (s)
<b>Past Experience of Similar Services required</b>	Yes
<b>MSE Exemption for Years Of Experience and Turnover</b>	Yes
<b>Startup Exemption for Years Of Experience and Turnover</b>	Yes
<b>Document required from seller</b>	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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 to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>Estimated Bid Value</b>	41600932
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Required	No
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### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

### Beneficiary:

Director General, ICMR  
Indian Council Of Medical Research, Department of Health Research, Indian Council of Medical Research (ICMR),  
Ministry of Health and Family Welfare  
(Director General, Icmr)

### Splitting

Bid splitting not applied.

### MSE Purchase Preference

MSE Purchase Preference	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 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.
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.

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 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**

**The Bidder should have executed at least X No. projects with contract value not less than (Rs) yy for each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:**The Bidder should have executed atleast single work order of 80% of work value (Rs. 3.33 Cr) OR two work order of 60% of work value (Rs. 2.50 Cr) OR three work order of 40% of work value (Rs. 1.66 Cr) to be executed in last 3FY

**The Bidder should have executed at least X No. projects with supply of xx..no. of manpower in each contract of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last N financial years:**The bidder should have supply of minimum 60 DEO & 30 Office Helper to any Govt. organisation/ PSU/ autonomous bodies, etc.

**Geographic Presence: Office registration certificate:**Delhi, NCR

#### **Pre Bid Detail(s)**

<b>Pre-Bid Date and Time</b>	<b>Pre-Bid Venue</b>
17-11-2022 11:00:00	Meeting will be conducted online. Join Zoom from PC, Mac, iOS or Android: <a href="https://echo.zoom.us/j/83139064013">https://echo.zoom.us/j/83139064013</a> Meeting ID: 831 3906 4013 All representations/ queries of bidders must be sent to "cpcicmr@gmail.com" on or before 16.11.2022, 11:00 AM

#### **Manpower Outsourcing Services - Fixed Remuneration - Admin; Data Entry Operator; Graduate ( 79 )**

#### **Technical Specifications**

<b>Specification</b>	<b>Values</b>
<b>Core</b>	
Type of Function	Admin
List of Profiles	Data Entry Operator
Educational Qualification	Graduate
Specialization	Any
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	Minimum 1 year

Specification	Values
State	NA
District	NA
Zipcode	NA
<b>Addon(s)</b>	
<b>Additional Details</b>	
Designation	Data Entry Operator

#### Additional Specification Documents

#### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Aneesh Vyas	110029, INDIAN COUNCIL OF MEDICAL RESEARCH V. RAMALINGASWAMI BHAWAN, ANSARI NAGAR, NEW DELHI	79	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 22146</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EPF Admin Charges (INR Monthly) : 75</li> <li>• EDLI (INR Monthly) : 75</li> <li>• Optional Allowances 1 (INR Monthly) : 0</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Provident Fund (INR Monthly) : 1800</li> <li>• ESI (INR Monthly) : 0</li> <li>• Tenure/ Duration of Employment (In Months) : 12</li> </ul>

#### Manpower Outsourcing Services - Fixed Remuneration - Admin; Office Helper; 12th Pass ( 38 )

#### Technical Specifications

Specification	Values
<b>Core</b>	
Type of Function	Admin
List of Profiles	Office Helper
Educational Qualification	12th pass
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	Minimum 1 year
State	NA
District	NA
Zipcode	NA
<b>Addon(s)</b>	
<b>Additional Details</b>	
Designation	Office Helper

**Additional Specification Documents**

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**Consignees/Reporting Officer**

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Aneesh Vyas	110029,INDIAN COUNCIL OF MEDICAL RESEARCH V. RAMALINGASWAMI BHAWAN, ANSARI NAGAR, NEW DELHI	38	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 20357</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EDLI (INR Monthly) : 75</li> <li>• EPF Admin Charges (INR Monthly) : 75</li> <li>• ESI (INR Monthly) : 661.6</li> <li>• Optional Allowances 1 (INR Monthly) : 0</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Provident Fund (INR Monthly) : 1800</li> <li>• Tenure/ Duration of Employment (In Months) : 12</li> </ul>

**Manpower Outsourcing Services - Fixed Remuneration - Others; Cook; High School ( 2 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Type of Function	Others
List of Profiles	Cook
Educational Qualification	High School
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	Minimum 1 year
State	NA
District	NA
Zipcode	NA
<b>Addon(s)</b>	
<b>Additional Details</b>	

Specification	Values
Designation	Cook

### Additional Specification Documents

### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	Number of Resources to be hired	Additional Requirement
1	Aneesh Vyas	110029,INDIAN COUNCIL OF MEDICAL RESEARCH V. RAMALINGASWAMI BHAWAN, ANSARI NAGAR, NEW DELHI	2	<ul style="list-style-type: none"> <li>• Basic monthly pay (INR) exclusive of GST : 18499</li> <li>• Bonus (INR Monthly) : 0</li> <li>• EDLI (INR Monthly) : 75</li> <li>• EPF Admin Charges (INR Monthly) : 75</li> <li>• ESI (INR Monthly) : 601.22</li> <li>• Optional Allowances 1 (INR Monthly) : 0</li> <li>• Optional Allowances 2 (INR Monthly) : 0</li> <li>• Optional Allowances 3 (INR Monthly) : 0</li> <li>• Provident Fund (INR Monthly) : 1800</li> <li>• Tenure/ Duration of Employment (In Months) : 12</li> </ul>

### 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 50 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 50% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2. 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.

### 3. **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.

### 4. **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.

### 5. **Service & Support**

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

### 6. **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.

### 7. **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.

### 8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Bid offering service charges of less than 5% will be rejected.
2. ICMR 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.
3. It is the responsibility of the Service Provider to provide manpower as per Buyer's requirement. Age of the person deployed should be as per Govt. norms for the respective post.
4. The contract will initially be valid for 1 year to be extended further up to 3 months on same terms and conditions based on satisfactory performance.
5. For all candidates, minimum experience of 1 year is required in relevant field in Govt. organisation/ PSU/ autonomous bodies, etc.
6. The bidder should have supply of minimum 60 DEO & 30 Office Helper to any Govt. organisation/ PSU/



autonomous bodies, etc.

7. The agency should not have been blacklisted by any Govt. org. An affidavit in this regard notarized after the date of tender publication shall be furnished by the applicant.

8. The office/ branch/ site office of the service provider must be located in Delhi, NCR.

9. The orders with the selected service provider will be placed in phased manner as per ICMR requirements.

10. Manpower is to be deployed at ICMR Hqrs & ICMR Guest House in New Delhi.

11. Working hours will be as per norms.

12. Additional manpower to be provided as per requirement within 1 week.

13. In case of non-availability of specifically demanded manpower; the Service Provider shall communicate the same to Buyer within a week's time.

14. The consent of buyer is necessary before removing any manpower.

15. Only service charge in % up to two decimal to be quoted by the service provider.

16. (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) 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.

17. The company shall have an average turnover of not less than Rs. 1.24 Cr in the last three financial years i.e F.Y 2019-20, 2020-21 and 2021-22.

18. The bidder should have executed atleast single work order of 80% of work value (Rs. 3.33 Cr) OR two work order of 60% of work value (Rs. 2.50 Cr) OR three work order of 40% of work value (Rs. 1.66 Cr) to be executed in last 3 financial years.

19. There shall be no provision of EMD, only Bid Security Declaration shall be submitted with bid by the service provider. The bid security declaration shall be strictly in following format: "Whereas, I/We ..... (Name of Agency)..... has submitted bids for .....(Name of work)..... I/We hereby submit following declaration in lieu of submitting EMD. (1) If after the opening of bid, I/We withdraw or modify my/our bid during the period of validity of bid (Including the extended validity of bid) specified in the bid documents. OR(2) If, after the award of work, I/We fail to sign the contract or to submit the Performance Guarantee before the dead line defined in the bid documents. I/We shall be suspended for one year and shall not be eligible to bid for ICMR tenders from date of issue of suspension order.

Signature of bidder (s)

20. 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 upto 14 months from the date of issue of BG. The bidder has to extend the validity of the PG upto the extended period also at his own cost.

21. The agency should have average minimum net profit of Rs. 34.00 lakhs for last 3 years.

22. Business Ethics: Safety and Security data is of paramount importance in ICMR. Since most of the outsourced DEO and Office Helpers will have access to confidential information, ethics at workplace and data protection has issued great significance at ICMR. ICMR is committed to ethics at workplace and Gender neutrality. Hence, the manpower agency must be registered with an ethical body and should have a certificate to that extend. In the event of a tie, ICMR will prefer outsourcing agency with such a certificate from certifying agencies like SEDEX certification, NABCB etc.

23. The existing wage limit for coverage under the ESIC Act is Rs. 21,000/- per month (<https://www.esic.nic.in/coverage>). As ESIC is not applicable on Data Entry Operator (DEO). It is mandatory

for the successful bidder to provide Insurance scheme for all the DEO. In this context, all the bidders should submit written statement on the letter head duly signed and stamped with their bid.

24. In case two or more than two agencies quote the same service charges, L-1 will be decided on experience of the agency. i.e. the agency which has maximum years of experience shall be considered as L-1 in circumstances.

25. In case two or more agencies quote the same service charge and having same years of experience the L-1 will be decided on turnover of the agency in the field of providing relevant services in last three financial years. Hence, bidder is requested to submit the overall along with the turnover in the field of providing relevant services in last three financial years.

26. In case two or more agencies quote the same service charge and having same years of experience and turnover in the field of providing relevant services in last three financial years, preference will be given to an agency having a comprehensive work force management system to track attendance, task management, geo-fencing etc. of the manpower deployed in ICMR and no. of organizations and duration where similar work has been carried out.

27. The payment will be made directly by the ICMR Hqrs.

## 28. PAYMENT TERMS

28.1 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.

28.2 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.

28.3 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.

Note: Service provider is required to submit documentary evidence w.r.t. S No. 1 to 23 above.

## 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 [General Terms and Conditions](#), conditons 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 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---**