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भारतीय आयुर्विज्ञान अनुसंधान परिषद
INDIAN COUNCIL OF MEDICAL RESEARCH

स्वास्थ्य अनुसंधान विभाग (स्वास्थ्य एवं परिवार कल्याण मंत्रालय)
वी रामलिंगस्वामी भवन, अन्सारी नगर, नई दिल्ली - 110029
DEPARTMENT OF HEALTH RESEARCH (MINISTRY OF HEALTH & FAMILY WELFARE)
V. RAMALINGASWAMI BHAWAN, ANSARI NAGAR, NEW DELHI - 110029

No.ICMR/CPC/2023-24/EOI-HREmpanel/07

Dated: 19/09/2023

To

The Directors/Directors-in-Charge of
All ICMR Institutes/Centers as well as ICMR HQ.

Sub.:- Notice Inviting Tender for Contracting of External Agency for Outsourcing of
External Agency for Outsourcing of Manpower Through GeM Under Quality
& Cost Based (QCBS).

Sir/Madam,

Please find enclosed herewith a copy of model tender document of Notice Inviting
Tender for Contracting of External Agency for Outsourcing of Manpower Through GeM
under Quality & Cost Based Selection (QCBS) which can be used for engagement of agency
for Non- Institutional Project Human Resource positions.

This is for your information and further necessary action.

Digitally Signed by Jagdish Yours faithfully,
Rajesh
Date: 19-09-2023 18:35:05
Reason: Approved

(Jagdish Rajesh)
Assistant Director General (Admn)

Encl. As above

Copy to :-

- (1) PS to DG/Sr. DDG(A)/Sr. FA, ICMR HQ.
- (2) All Divisional Head, ICMR HQ.
- (3) Head, CPC, ICMR HQ.
- (4) DDG(A)/ADG(A), ICMR HQ.

(5) Dr. Harpreet Singh, Head BMI and Scientist F – for uploading on ICMR website.



भारतीय आयुर्विज्ञान अनुसंधान परिषद
स्वास्थ्य अनुसंधान विभाग, स्वास्थ्य और परिवार
कल्याण मंत्रालय, भारत सरकार

Indian Council of Medical Research
Department of Health Research, Ministry of Health
and Family Welfare, Government of India

Notice Inviting Tender (NIT)
Engagement of External Agency to Outsource Human Resources
Through GeM portal, under
Quality & Cost Based Selection (QCBS)

ICMR HQ, New Delhi/Institute/Centre.....
Telephone:.....
Website:.....
Email:.....

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ICMR- <Name of the Institute / Centre>

Notice Inviting Tender (NIT)

Engagement of External Agency to Outsource Human Resources Through GeM portal, under Quality & Cost Based Selection (QCBS)

INTRODUCTION

<Please provide a brief background about mission and vision of the Division / Institute / Centre of ICMR, here>

On behalf of the Director General / Director, ICMR - <Name of Institute>, online bids are invited through GeM Portal from reputed, experienced firms for providing human resource services to perform jobs assigned under different categories of Positions/Research/Managerial capacities at ICMR - <Name of Institute>, initially for the period of three years and may be extended, as per the limit in GeM portal with mutual consent.

Note: 'ICMR' means Indian Council of Medical Research, New Delhi including all the permanent Institutes / Centers of ICMR, across the Country.

CATEGORIES OF POSITIONS – <publish only for the positions those are required to be filled up>

Sl. No	Nomenclature of Project Human Resource Position	Minimum Essential Qualification	Fixed Consolidated Remuneration	Maximum Age Limit, in years	Approx. No. of positions required
1	2	3	4	5	6
SCIENTIFIC PROJECT HUMAN RESOURCE POSITIONS					
1	Project Research Scientist -I (Medical)	MBBS/MVSc/BDS	Rs.67,000/- +HRA, as admissible	35 Years	
2	Project Research Scientist - II (Medical)	1.MBBS/BVSc/BDS with three years experience 2.MBBS/BVSc/BDS with MPH/PhD 3.MBBS/BVSc/BDS+ Post Graduate Degree including the integrated PG degrees	Rs.80,000/- +HRA, as admissible	40 Years	
3	Project Research Scientist -III (Medical)	MBBS/BVSc/BDS+ Post Graduate Degree including the integrated PG degrees, with three years experience or MPH/PhD	Rs.93,000/- +HRA, as admissible	45 Years	
4	Project Research Scientist -I	First class Post Graduate Degree, including the integrated PG degrees Second class Post Graduate degree,	Rs.56,000/- +HRA, as admissible	35 years	

	(Non-medical)	including the integrated PG degrees with PhD For Engineering/IT/CS-First class Graduate Degree of Four years			
5	Project Research Scientist -II (Non-medical)	First Class Post Graduate Degree, including the integrated PG degree, with three years Experience or PhD. Second Class Post Graduate Degree, including the integrated PG degrees, with PhD and three years experience For Engineering/IT/CS-First class Graduate Degree of Four Years with three years experience	Rs.67,000/- +HRA, as admissible	40 years	
6	Project Research Scientist -III (Non-Medical)	First Class Post Graduate Degree including the integrated PG degrees with three years experience or PhD Second Class Post Graduate Degree including the integrated PG degrees with PhD and three years experience Must have handled minimum five projects relevant to the requirement as Principal Investigator or Co-PI For Engineering/IT/CS-First Class Graduate degree of Four years with Five years experience	Rs.78,000/- +HRA, as admissible	45 years	
TECHNICAL SUPPORT PROJECT HUMAN RESOURCE POSITIONS					
7	Project Technical Support-I	10 th +Diploma (MLT/DMLT/ITI)+two years experience in relevant subject/field	Rs.18,000/- + HRA, as admissible	28 years	
8	Project Technical Support -II	12th in Science + Diploma (MLT/DMLT/Engineering) + Five years experience in relevant subject/field	Rs.20,000/- +HRA, as Admissible	30 years	
9	Project Technical Support -III	Three years Graduate in relevant subject/field+ three years experience or PG in relevant subject/field For Engineering/IT/CS-First Class Four years Graduate degree + three years experience	Rs.28,000/- +HRA, as Admissible	35 years	
NURSING SUPPORT PROJECT HUMAN RESOURCE POSITIONS					
10	Project Nurse-I	Two years Auxiliary Nurse & Midwife (ANM) course	Rs.18,000/- +HRA, as admissible	25 years	
11	Project Nurse -II	Minimum Second Class or equivalent CGPA three-years General Nursing & Midwife (GNM) Course	Rs.20,000/- +HRA, as admissible	30 years	

12	Project Nurse -III	Minimum Second Class or equivalent CGPA four years Nursing Course	Rs.28,000/-+HRA, as admissible	35 years	
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Note: The relevant guidelines of ICMR, as amended from time to time.

- (a) All the educational qualifications/certificates shall be from the recognized Board/University.
- (b) All the experience gained shall be preferably from the Govt. Organizations and shall be counted after the date of completion of Minimum Essential Qualification. Experience from reputed National/International Organizations shall also be considered.
- (c) Experience shall be from the relevant field/area, as required for the study of the project concerned.

TERMS AND CONDITIONS

Sl. No.	Category of the Terms and Conditions
A	Service Level Agreement for Human resource Hiring Services (i.e. Golden Parameters of GeM)
B	Additional Terms and Conditions that neither available in the Golden Parameter of GeM nor available under the GeM additional Terms and Conditions

Pre Bid Meeting Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue
Date & Time	Meeting will be conducted online. Join Zoom from PC, Mac, iOS or Android: https://echo.zoom.us/j/..... Meeting ID: All representations/ queries of bidders must be sent to cpcicmr@gmail.com on or before,:00 AM

A.) Service Level Agreement for Human resource Hiring Services

1) AGREEMENT OVERVIEW

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer (ICMR) and Human resource Hiring Service Provider (Agency). The purpose of this agreement is to facilitate implementation of Human resource Hiring Service at the Buyer's premises or any other premises/area/field duty designated by Buyer. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier), unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:

- (a) General terms and conditions for Services;
- (b) Service Specific STC of the Services contracts shall include the service level agreement

(SLA) for the service;

2) OBJECTIVES AND GOALS

The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to Buyer by Service Provider. The goals of this agreement are to:

- (a) Provide clear reference to service ownership, accountability, roles and responsibilities of both parties.
- (b) Present a clear, concise and measurable description of services offered to the Buyer.
- (c) Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified.
- (d) To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document, that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

3) PARTIES TO THE AGREEMENT

The main stakeholders associated with this agreement are below-

Buyer: Buyer (ICMR) is responsible to provide clear instructions, approvals and timely payments for the services availed.

Service Provider: Service provider (Agency) is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement.

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same before signing the document.

4) SCOPE OF SERVICES

The scope of service requires the Service Provider to provide Human resource Hiring Services, in the Buyer's premises or the Buyer's designated premises. The Service Provider would be required to provide sufficient and suitably qualified human resource, capable of supporting the functioning of the project/ department in a manner desired by the Buyer. The services shall be rendered as per the agreement signed between the parties. The services may be required for one or more locations all over India.

Buyers of this service shall have the option to choose the suitable candidate from the list of candidates as sent by the service provider according to the desired human resource on the basis of type of function, educational qualification, work experience, skill categories, etc. as per their requirement of the Buyer. Buyer will also provide additional details like duration of requirement, number of human resource required etc. Service Providers will quote price as per the given service parameters.

Some of the key aspects of this service are listed below:

- (a) The performance and discipline of the resources provided by the Service Provider should be ensured by the Service Provider.

- (b) Regular progress reporting and review of the same with the concerned Competent Authority will be an integral part of the responsibility of the Service Provider.
- (c) Timely production of quality output will be an overarching responsibility of the Service Provider.
- (d) The project plan including scope of work, job requirements, timelines and resource requirements shall be finalized by the concerned Buyer department.

4.1 Service Details and Standards

- (a) Service Provider; while providing the services shall be compliant with all the applicable laws with respect to Buyer's organization, region or premises.
- (b) It is the responsibility of the Service Provider to provide human resource as per Buyer's requirement. The person deployed should not be less than age of 18 years old.
- (c) The persons deployed should be efficient while handling the assigned work and complete the assigned work in given timelines. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- (d) The Service Provider should have a legal status, it can be a registered Proprietorship Firm/ Partnership Firm/ Company under Companies Act having legal entity with all statutory licenses/ registration for carrying out such activities.
- (e) The Service Provider shall ensure that all the relevant licenses/ registrations/ permissions which may be required for providing the services are valid during the entire period of the contract; failing to which shall attract the appropriate penalties. The documents relevant in this regard shall be provided by the Service Provider to the Buyer on demand.
- (f) In case of services hired on annual basis and five working days, the human resource will be entitled to eight days of casual leaves per year on pro-rata basis and in case of six working days, the human resource will be entitled to fifteen days casual leave per year on pro-rata basis. Beyond specified leaves as applicable, leave will be treated as leave without pay (LWP) for which necessary deduction will be made by the Buyer in the billed amount, if no replacement is provided.
- (g) The Service Provider shall be required to keep the Buyer updated about the change of address, change of the Management etc. from time to time.
- (h) The Service Provider shall be solely responsible to redress the grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.
- (i) After award of contract, if the Service Provider is found to be charging any amount from the human resource on its roll in any manner, the agreement shall be terminated immediately, with forfeiture of Performance Security amount and also the Service Provider will be blacklisted. Any amount received from its human resource as registration or any fees by the Service Provider will be recovered from the pending bills and will be paid directly to the concerned human resource.
- (j) Any violation of contractual obligations by the Service Provider/ human resource shall attract penalties. Before imposing a penalty, the Buyer will provide three days prior notice to the Service Provider, to make its representation. The Service Provider confirms and agrees that penalty whenever becomes payable, shall be deducted by the Buyer from the payments due to the Service Provider.
- (k) In case the submission of monthly bills is delayed by the Service Provider beyond 15 days from the last day of the month in which the services have been provided, the entire liability towards payment of interest/penalty to the tax authorities shall be borne by the Service Provider.

4.2 Defined Timelines

- (a) If Buyer requires additional human resource during the contract period; Buyer shall inform about the same with specific requirements to the Service Provider, fifteen days prior to the employment start date.
- (b) The human resource deployed shall be punctual and reach Buyer's premise/ designated premise on the time defined by Buyer, prior information shall be given to Buyer for any delay/ absence. In case, deployed person comes late/leaves early on three occasions, one-day wage shall be deducted.
- (c) Service Provider shall adhere to the timeline given by Buyer for providing the required human resource on Buyer's premise/ designated premise.
- (d) In case of non-availability of specifically demanded human resource; the Service Provider shall communicate the same to Buyer at least 1 month prior to the employment start date. In the event of the replacement of human resources, the Service Provider will provide the necessary personnel within 15 days.

4.3 Service Assumptions

- (a) The engagement of human resource for different project of Buyer (ICMR) is on a skill development program and with fixed consolidated remuneration. Hence, ESI and EPF are not applicable for the same.
- (b) GST will be reimbursed as per Govt. rate from project contingency. In case there is no contingency, for the first year, it will be paid from Institutes funds. However, provision has to be made in the future project budget proposal for GST and Service Charges. Service charge shall be as per the present policy ie., 05%. Bid offering service charges of less than 05% shall be rejected.
- (c) Dispute Resolution shall be as per the Arbitration & Conciliation Act, 1996. Venue shall be in the ICMR HQ/Institute.
- (d) The Service Provider shall not sublet any part of the Contract. He shall be solely responsible and liable to deliver the services as per the contract.
- (e) The human resource provided by the Service Provider shall not be deemed employees of the Buyer department in any manner. Hence the compliance of the applicable acts/ laws will be the sole responsibility of the Service Provider.
- (f) The Service Provider must assess all the proposed candidates of desired requirement on the parameters of educational qualification, work experience, skill assessment, etc. as per the requirement of the Buyer, pre-interviewing, short-listing and proposing to Buyer all pre-screened candidates ("Services") who will be then interviewed by the buyer for final recommendation.
- (g) The Service Provider would be required to provide sufficient and qualified human resource, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the human resource, such as number of project staff, educational qualification, sectorial/ desired work experience etc, may lead to penalties and/or replacement of the resource with the matching skill set or profile desired by the Buyer.
- (h) The persons deployed by the Service Provider shall not claim nor shall be entitled to regularization or service, pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
- (i) No medical facilities or reimbursement or any sort of medical claims thereof in respect of project staff claimed by the Service Provider will be entertained by the Buyer.
- (j) The working hours and days of the outsourced human resource shall be as per the existing applicable rules of the Buyer. The deployed human resource shall get the benefit of holidays as notified/ declared by the Buyer. However, outsourced human resource has to work on holidays, if necessary and required based on demand of work.
- (k) The requirement of the human resource may increase or decrease during the period of initial

contract also. In case of decrease in the requirement, the same will be informed to the Service Provider and additional human resource shall be withdrawn at the given time. If the requirement is increased, the Service Provider shall provide additional human resource on the same terms and conditions, in reasonable time.

- (l) The project staff, during the course of their engagement, shall perform duty with utmost integrity to the Buyer and shall not disclose/ share any documents and information which they are not supposed to divulge to Service Provider/ third parties. In view of this, they shall be required to sign the confidentiality clause and breach of this condition shall make the Service Provider, as well as the person deployed, liable for penal action under the applicable laws, besides action for breach of contract and termination of contract.
- (m) The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the human resource or by the Service Provider. The human resource as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules shall only rest with the Service Provider.
- (n) The Buyer shall have the right, within reason, to have any personnel removed who is considered to be undesirable, with proper reasoning or otherwise and similarly the Service Provider reserves the right to remove any personnel with prior intimation to the Buyer in case of any dispute.
- (o) The Service Provider shall nominate a coordinator/ Single Point of Contact (SPOC) who shall be responsible for regular interaction with the Buyer Department, so that optimal services of the persons deployed could be availed, without any disruption.
- (p) For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of human resource so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
- (q) No deployed human resource shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours, without Buyer's permission.
- (r) Any damages/ losses caused by deployed human resource shall be borne by the Service Provider. The Buyer Department shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
- (s) The Service Provider shall assure the payment to project staff on the last working day of the month, payment of consolidated remuneration to the project staff shall be made in their bank accounts only, no cash or kind payment shall be made. Any such incidents may lead to penalties on Service Provider
- (t) The Service Provider shall submit proof for all his claims, at the desired format of the Buyer.

4.4 Limitations of Service Delivery (If Any)

- (a) The Service Provider will provide human resource services as per the service categories/ human resource desired by the Buyer.
- (b) The Buyer will have the option to replace the proposed human resource, in case of non-performance, non-delivery or in any other justified reasons. However replacement of the human resource will be in the same category with same degree of skills, educational qualification and number of years of experience. Also prior approval for the same shall be obtained from Buyer.

5) SERVICE PROVIDER'S OBLIGATION

Service Provider's obligations will include the following: -

- (i) The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law.
- (ii) The Service Provider shall provide the documentary proof for the qualifications and experience of the human resource deployed by them. The bio-data/ resume, qualification and experience of the said human resource should be certified by the Service Provider. In case any of such document is found to be false at any stage, it would be deemed to be a breach of terms of contract making the Service Provider liable for legal action.
 - (i) The Service Provider shall be responsible for police verification, character and antecedents' verification of the human resource. The same may be verified by the Buyer at any time, if desired so.
 - (ii) The Service Provider shall furnish the following documents in respect of the human resource deployed by them to Buyer's premise/ designated premise in the given time limit:
 - a. List of persons deployed (monthly)
 - b. Bio data/ resume with antecedent details (at the time of deployment)
 - c. Copy of Aadhaar Card of the candidates (at the time of deployment)
 - d. Identity Cards issued by Service Provider bearing photograph (within seven days of joining)
 - e. Identity proof and residential proof (at the time of deployment)
 - f. Copy of police verification certificate (at the time of deployment)
 - g. Copy for the date of birth proof
 - (iii) All selected human resource shall wear Identity Card provided by the Service Provider every day during working hours.
 - (iv) The Service Provider shall issue the letter of deployment to every deployed human resource and a copy of the same shall be submitted to Buyer.
 - (v) In an event of deployed human resource availing leave, and if required by Buyer, suitable substitute(s) shall be provided by Service Provider, as per mutual understanding with Buyer, maintaining service levels and continuity.
- (iii) The Service Provider shall furnish statement of amount paid for the month to the human resource deployed along with proof of the payment made.
- (iv) Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.
- (v) All applicable taxes and duties except GST, shall be payable by the Service Provider and the Buyer shall not entertain any claims whatsoever with respect to the same.
- (vi) The Service Provider shall issue monthly pay slip to all the project staff deployed at the premises of the Buyer.
- (vii) The Service Provider shall provide Biometric attendance system for the project staff at the Buyer's premises to record their attendance.
- (viii) Service provider shall not terminate or change the employee without prior written consent from the buyer.

6) BUYER'S OBLIGATIONS

Buyer's obligations will include the following: -

- (a) The Buyer shall provide work space (seating area, work desk, furniture etc.) for the human resource hired through Service Provider. Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the human resource.
- (b) Buyer shall directly or in consultation with the Service Provider provide the necessary training to the human resource for Buyer specific tools, applications and machinery etc., if required.

- (c) Buyer shall provide, free of charge unimpeded access to all the infrastructure which is required to perform the Services. It may include use of stationery, printer, electricity, internet, Buyer specific servers, data drives, tools and softwares etc. However, use of such infrastructure shall be limited for official purpose only.
- (d) The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, cafeteria, washrooms etc. for human resource working at Buyer's premise/ designated premise.
- (e) TA/ DA shall be payable directly by the Buyer on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking official travel for the project/assignment.

7) SERVICE TRACKING

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analyzing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ penalty on either party.

7.1. Logbook

- (a) The service provider shall update the logbook on the GeM portal as per the logbook process flow.
- (b) Once the service provider updates the logbook online, the Buyer shall either accept or reject these entries within the prescribed time lime. The buyer will also record the any service non delivery or non-performance issues, and subsequent penalties. Failure to take action on logbook entries updated by service provider shall be deemed as accepted.
- (c) The Service Provider can raise an issue against the rejection of any entry by the buyer within prescribe timelines of such rejection with the designated representative of the Buyer.

7.2 Service Performance and Feedback

- (a) Feedback from the Human Resources Committee/ SPOC of the Buyer shall be maintained (weekly/ monthly, bi-annually) by the Service Provider. The same can be used to track the service standards. Feedback should be taken without any bias of either party. Buyer can also ask for submission of service feedback notes/ documents at the time of payment towards services delivered.
- (b) The Single Point of Contact (SPOC) for the issues arising out of this agreement will be the Service Provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the Service Provider shall be solely responsible for maintaining the quality and level of service provided.
- (c) Such service tracking initiatives not only ensures the quality and punctuality of service delivery also reduces the chances of flaws in delivery mechanism. If any variation in attendance sheet, service feedback is found during the tracking; immediate action can be taken against the party.

8) PAYMENT TERMS

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service.

Some notable points under payment terms are: -

9.1 Payment Condition

- (a) The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of consolidated emoluments, service charges 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.
- (c) No advance payment shall be made to the Service Provider

9.2 Payment Cycle

- (a) Payment shall be made once the services are delivered, and the Service Provider submits the invoice and necessary required documentary proof, for the same.
- (b) The Buyer shall make the payment, within prescribed timelines, as mutually agreed, as per the payment processflow upon submission of invoice, logbook and service feedback.

9.3 Payment Process

- (a) Payment shall be made only after submission of invoices, attendance sheet, 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 electronic bank transfer only, in no circumstance cash/ cheque payments shall be made.

9) AMENDMENT OF CONTRACT

During service delivery period, some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

- (a) *Amendment of the Contract after event of Force Majeure:* In case of occurrence of any exceptional event/ circumstance, which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
- (b) *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
- (c) *Amendment of the Contract as per both parties' consent:* Amendment of the Contract shall be done as per mutual consent of both parties; no party shall be made liable to pay/ get any compensation for agreement amendment. However, the variation put together shall not reduce or exceed 25% of contract value.

10) TERMINATION OF CONTRACT

The Agreement shall be come to an end, either on completion of the Contract Period or shall be terminated for the following reasons:

- (a) *Mutual consent:* The contract may be terminated based on mutual consent; in case the services are no longer required. Termination based on mutual consent will not attract any penalties or shall not be liable for any extra payments, other than payment of invoices raised till the time of termination including notice period.
- (b) *Breach of contractual obligations:* Any incident, considered as the breach of contract will

result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract, where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach, within 14 days after receiving notice requiring it to do so.

- (c) *Breach of SLAs*: The contract may also be terminated if i) the cumulative penalties rise to 10% of the contract value or, ii) repeated breach of any SLA beyond three instances as per buyer discretion.

B. Additional Terms and Conditions (ATC)

However, termination of this Contract shall not affect any accrued rights or remedies of either party. ATC that neither available in the Golden Parameter of GeM nor available under the GeM ATC:-

- (a) The Service Provider Company / Firm/ Agency should have completed at least one service contract of providing service/human resource of value not less than Rs. ___per annum in the last three years i.e.
- (b) F.Y. 2020-21, 2021-22 & 2022-23. Contract of not less than Rs. ___per annum, in any of the last three years or should have completed at least two service contracts of value not less than Rs. ___per annum each related to providing human resources in the past three financial years.
- (c) The Service Provider Company / Firm / Agency should submit certificates of good performance (regarding service/human resource provided) which must specifically mention that the vendor has made timely payment of perks from any two institutions where the firm had provided service/human resource in last five years. The firm shall furnish an affidavit on non-judicial stamp paper of Rs.100/- (Rupees Hundred only) duly notarized affirming that in last three years, firm was not found to be deficient in providing satisfactory service, delay in payment to staff or defaulter in depositing statutory dues by any of the organization where the firm provided services.
- (d) Conditional bids shall not be considered and will be out rightly rejected at the very first instance.
- (e) The Competent Authority i.e. Director General/Director, ICMR_____reserves the right to annul any or all bids without assigning any reason.
- (f) The Competent Authority of ICMR, reserves the right to prematurely terminate the contract at any time after giving three month notice to the contracting Agency. In case the contractor desires to terminate the contract during its period of pendency, he shall have to give a notice of three months to the Institute
- (g) **Further explanation with regard to Clause no. 4, Scope of Services of Service Level Agreement for Human resource Hiring Services on GeM Portal** The human resource deployed by the Agency shall be required to work normally as per the organisations' working days / hours. However, if the project staff are posted to work in areas whose working hours are different, in such areas they will have to follow the schedule, as per the requirement of such area. The human resource deployed by ICMR Hrqs/ICMR_____can be called upon to perform duties on Saturdays/Sundays and other Gazette holidays, if required. No extra payment shall be paid for attending office on such exigencies. However, their weekly day off shall be adjusted accordingly. The payment shall be made on conclusion of the calendar month only, based on actual duties performed by each person during the month.
- (h) **Further explanation with regard to Clause no. 6, BUYER'S OBLIGATIONS of Service Level Agreement for Human resource Hiring Services on GeM Portal**, the attendance of the human resource shall be entered in the Biometric attendance system at the Buyer's premises, to be installed by the Service Provider.

- (i) The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, tobacco products, smoking, spitting, loitering without work, using abusive / objectionable language, fighting with other staff including other contractual staff, creating nuisance/or disturbing the peace in place of posting etc.
- (j) The Agency shall nominate a Coordinator who would be responsible for coordination with the Institute authorities to ensure optimal services of the persons deployed by the agency. The name & Telephone number of the nominated coordinator shall be provided to store / establishments section. The coordinator shall ensure the attendance of all the project staff daily and shall arrange for a substitute in case a project staff is absent. (The coordinator will be paid by the vendor and not by Buyer (ICMR).
- (k) The Buyer reserves the right to withdraw/ relax modify terms and conditions mentioned above to ensure smooth operations, with concurrence of the vendor.
- (l) The Buyer is to abide by the rules of Govt. of India in mandatorily providing the 20% of total procurement of goods and services to MSME and out of which 4% of the business is provided to SC/ST enterprise vide circular No. DO No. 16(6)/2016-SME dated. Nov 2016.

(m) FRAUD AND CORRUPT PRACTICES

- (i) The applicant and their respective officers, project staff, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Not with standing anything to the contrary contained herein, the Buyer may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- (ii) Without prejudice to the rights of the Institute under Clause i. here in above, if an Applicant is found by the Institute to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Buyer during a period of 3 (three) years from the date such Applicant is found by the Buyer to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
- (iii) For the purposes of clauses i and ii above, the following terms shall have the meaning hereinafter respectively assigned to them:
 - (a) "Corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value/service, to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the NIT/Project;
 - (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - (c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;
 - (d) "Undesirable practice" means (i) establishing contact with any person connected with

or deployed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

- (n) The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law and GST law, as amended from time to time and a certificate to this effect shall be provided to the Agency by Buyer.
- (o) In case, the tendering Agency fails to comply with any statutory/ taxation liability, under appropriate law and as a result thereof Buyer is put to any loss/ obligation, monetary or otherwise, Buyer will be entitled to recover the same out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.
- (p) The venue of the dispute settlement, if any, shall be ICMR Hqrs/ICMR Institute/Centre as the case may be.
- (q) The Service Provider shall open Bank Account in the name of his firm in Nationalized Banks within fifteen days of assumption of contract and maintain it until the duration of the contract. The Service Provider will also get the Saving Accounts of all his workers opened in the Bank and deposit/transfer their emoluments directly to these accounts.
- (r) The service provider shall deploy the human resource specified in the schedule of quantities. The ICMR Hq/ICMR Institute/Centre, as the case may be, reserves the right to increase/decrease the minimum human resource by giving the Service Provider a notice of three working days.
- (s) ICMR Hqrs/ICMR ___ will proportionally enhance the amount payable to the workers deployed under the terms and conditions of this tender contract on account of the enhancement of revision of emoluments, as notified by the ICMR. However, the administrative/service charges will continue at the same rate, till the end of the contract period.
- (t) In the event of default being made in the payment of any emoluments in respect of any of the person deployed by the Service Provider for carrying out this contract, and a claim is filed in the office of the Competent Authorities and proof thereof is furnished to the satisfaction of the said Authorities, the `ICMR Hqrs/ICMR_` may, failing payment of the said money by the Service Provider, make payment of such claim on behalf of the Service Provider to the said staff and any sum so paid shall be recoverable by the `ICMR Hqrs/ICMR_` from the Service Provider.
- (u) If any authority imposes any financial penalty/award because of deficiency by the Firm/human resource provided by the firm to ICMR Hqrs/ICMR___ and direct ICMR to deposit/pay the same, such money shall be deemed to be payable by the Service Provider to Buyer and shall recover such amount from the Service Provider, either by deducting this amount from money due to the Service Provider or from Performance Security along with administrative/departmental charges.
- (v) The vendor is also requested to provide their bank details, Name of the beneficiary, Account No. of the beneficiary, IFSC code of the bank/ branch.
- (w) No client-related document, data, or any kind of material shall be allowed to be taken or transmitted outside the Buyers premises, without written permission from the buyer, in any manner whatsoever.
- (x) Service Provider will be permitted to take the documents from the Buyer's premises only after written permission from Buyer. However, the Service Provider must ensure the safekeeping and confidentiality of these documents.

c) Absence of Services: -

- (1) In case a worker reports late for duty or leaves his duty before time, a penalty of Rs 500/episode/worker shall be imposed on the vendor and shall be deducted from monthly bill.
- (2) The selected Agency shall provide a substitute in the event of any person leaving the job due to his/ her personal reasons or remaining absent without intimation within time, mutually agreed for various categories of human resource. The delay by the Agency in providing a substitute beyond agreed timelines shall attract penalty @ Rs. 500/- per day (per such case) on the service providing Agency
- (3) Delay in payment of consolidated emoluments: The firm will pay the consolidated emoluments, due to outsourced project staff on or before the 10th of next month. Default on the part of the service provider in paying consolidated emoluments on time to the workers, shall attract penalty at the rate of 2% per month calculated on the monthly wage bill (of the concerned month) of that cadre of project staff deployed in that area where delay has occurred.
- (4) In case any public complaint is received, which is attributable to misconduct/misbehaviour of service provider's personnel, include theft or pilferage or sabotage or any subversive act and as verified by the competent authority, a penalty of Rs. 500/-for each such incident shall be levied and the same shall be deducted from the service provider's bill. Further if deemed fit by ICMR authorities, such, guilty person shall be withdrawn immediately by the service provider. Legal action if required under relevant rules/acts shall be also initiated against the guilty person by the Service Provider. Loss caused by theft/pilferage etc will be recovered from the firm. Turning up drunk on duty, untidy or scruffy appearance, not wearing uniform (wherever applicable) shall invite penalty of Rs. 500 per worker/per episode. The Competent Authority for imposing the penalty shall be the Director, ICMR Hqrs/ICMR_ or concerned Head of Department/Office as the case may be. That in the event of any loss occasioned to the 'ICMR Hqrs/ICMR_____' as a result of any lapse on the part of the Service Provider or his deployed staff, established after an enquiry conducted by the 'ICMR Hqrs/ICMR_____', the said loss may be claimed from the Service Provider up to the value of the loss. The decision of Director General/Director, ICMR Hqrs/ICMR_ will be final and binding on the Service Provider.
- (5) In case of breach of any terms and conditions stipulated in the contract, the Performance Security Deposit of the Agency will be liable to be forfeited by this Institute besides annulment of the contract.
- (6) In case of under deployment of human resource on any given day as agreed upon, a penalty of Rs 1000 per less staff per day, for the entire deficit numbers will be imposed along with the deduction of consolidated emoluments.
- (7) In case the services remain consistently unsatisfactory for a period of more than 2 weeks, a penalty of Rs. 5 lakh will be imposed. In case of any damage/loss/theft of property, attributed to the personnel deployed by the Service Provider the cost of the same will be recovered from the service provider.
- (8) Payment of consolidated emoluments to the project staff shall be made in their bank accounts only, no cash or kind payment shall be made. In case the consolidated emoluments of all the staff is not paid through ECS or by cheque, a penalty of Rs. 20000 will be imposed on the firm per instance. If the service provider fails to provide the documentary proof for the qualification and experience of the deployed human resource at the time of deployment then a penalty of Rs. 1000 per default will be imposed. The service provider shall provide the documentary proof for the qualifications and experience of the human resource deployed by them. The bio-data/ resume, qualification and experience of the said human resource should be certified by the service provider. In case any of such document is found to be false at any stage, a penalty of Rs. 200 will be imposed per incident of submission of false document.
- (9) The bidders are required to quote charges related to security/registration charges of the

candidate applying for the service under the contract, that charges shall not be considered for arriving L-1 bidder. In case, any approved bidder found to be charging higher rates from the candidates, administrative action like debarring of the firm for two years shall be taken. The service provider must provide the receipt for the same to the candidate.

- (10) The service provider shall assure the payment to project staff on the last working day of the month. In case of delays, any such incident may lead to penalties on service provider. Any delay in payment will lead to imposition of penalty @ Rs. 1000 per day of delay.
- (11) Pay slip with breakup of payment components shall be provided by the service provider to all the human resource. Any default will lead to imposition of penalty @ Rs. 1000 per incident.
- (12) Some other instances in which penalty at the rate of Rs. 1000 per instance would be imposed are enumerated below. (But these are not exhaustive and penalty may be imposed on any violation/breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities).
 - (i) If person is found not following any universal precautions at work.
 - (ii) If any worker deployed by the firm is found indulging in theft, pilferage, sabotage, or any subversive act of any nature.
 - (iii) If the personal hygiene of any staff is found unsatisfactory.
 - (iv) Penalty will also be imposed if the behaviour of personnel(s) found is discourteous to anyone in the premises including staff or patients or visitors.
 - (v) If any personnel found performing duty by submitting a fake name and address.
 - (vi) If any personnel found on duty other than those mentioned in the approved list, as supplied by the vendor to the institute authorities.
- (13) **Indemnity bond:** The second party (vendor) shall provide indemnity to the first party for any illegal acts carried out by the human resource supplied to the first party in its premises. The second party (vendor) shall be the "employer" for all purposes in respect of the human resource so provided and shall be responsible for and ensure the implementation of all the relevant laws. The second party's staff deployed/ persons deputed shall not claim any compensation/ absorption/ regularization of services with the Buyer i.e. ICMR Hq/ICMR_ in any case.
- (14) **Purchaser's Right to accept any bid and to reject any or all bids.:** The purchaser reserves the right to accept in part or in full, any bid or reject any or more bid(s), without assigning any reason or to cancel the Tender process and reject all bids at any time prior to award of contract, without incurring any liability, whatsoever to the affected bidder(s).
- (15) 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 the given format.

D) EVALUTION OF BIDS AND AWARD CRITERIA

- (i) The criteria for evaluation of the bids received would be a Quality cum Cost Based System (QCBS) as follows:

S. No.	Item	Percentage (Weightage)
1	Technical Evaluation	70%
2	Commercial Bid	30%
	Total	100%

- (ii) The bidder should score more than or equal to 60 out of 100, in the technical bid evaluation process to be qualified for commercial evaluation. Further, the bidder should also satisfy the eligibility criteria of the technical/administrative parameters to be eligible for commercial evaluation.
- (iii) The score of the bidder, as per the documents submitted, shall be allotted by Evaluation committee constituted by ICMR HQ/ICMR_ and its decision will be final. ICMR HQ/ICMR ____ will enter the marks and upload the same in the GeM portal.

(iv) After opening and evaluating the financial proposals of technically qualified bidders, a final combined score shall be arrived based on the above mentioned weightage.

E) Marking Scheme for Technical and Financial Bid

(i) Technical bid will be given weightage of 70%, while 30% weightage will be given for financial bid. Marking system for Technical Bid will comprise of the following criteria:

S. No.	Criteria	Conditions & Score		Max. marks	Remarks/ Documents for submission of technical bid
1	Firm Turnover	Average Turnover Rs. ____ – 2 Marks(Mandatory) Additional every turnover of Rs. ____ – 1 mark each capped at _____		05	Firm turnover is defined as the average turnover of firm over the last 3 years. Chartered Accountant verified/audited turnover statements to be furnished as proof for the same.
2	Human resource on Payroll	Minimum 1000 human resource – 10Marks Additional every 200 human resource – 1 mark each, capped at 2000		15	Human resource on roll will be all project staff on the books of the firm on the date of the release of the tender. Duly CA audited statement of roll for the previous one year to be submitted as part of the technical bid.
3	No. of Projects for supply of Human resource (currently running)			05	Definition of projects – supply of human resource with at least 1-year duration. <i>Work can be completed work/ on-going work and should have at least 1 year of work executed and should have been performed over the last 3 years</i>
4.	Experience in years for Outsourcing Human resource supply	Minimum 05 years (Mandatory) – 05 Marks For additional every 1-year experience – 1 mark will be awarded capped up to 10 years only		10	Experience means: Firm has working experience in Human resource Outsourcing in <i>Government/ PSU Clients/International organization/Corporate Organizations</i>
5.	Currently running projects in consignee location (_____)	No. of Clients	Marks	05	Experience of working as Human resource outsourcing agency at Reputed State/ Central Govt. Institutions in consignee location (____)
	1-2	2			
	3-5	3			
	6-7	4			
	More than 7	5			

6.	Scientific/ Research organization experience in supplying human resource in Scientific/Technical/ Admin and Support Staff	No. of Clients	Marks	05	Number of projects involving Scientific/Research Organizations provided in past 7 years (as on Proposal Submission Start Date)
		1-2	2		
		3-5	3		
		6-7	4		
		More than 7	5		
7.	Service Net worth of the Scientific/Technical/ Administrative human resource outsourcing	Copy of work order clearly indicating value of contract relating to Scientific/Technical/ Admin and Staff engaged in Project Net Contract value Worth Rs. _____ – 10 Marks Additional net worth of every _____ – 1 mark each capped at __.	15	Human resource outsourcing for Scientific/ Technical/Admin and support staff in Government Research Organizations like DBT, DST, CSIR, JIPMER, AIIMS, etc. <i>*one contract of _____ worth or two contracts of _____ worth in last 3 years</i>	
8.	Timely Payment of Statutory deductions	Timeliness of payment of EPF and ESI – 10 marks	10	The firm/Service provider has made timely payment of consolidated emoluments and timely deposition of statutory contribution like EPF, ESI etc., There should not be any delay in payment to staff or in depositing statutory dues (Proof of Remittance to be attached)	
9.	ISO Certification	ISO Certification – 5 marks	05	Latest valid certificate to be submitted (Having at least 6 months validity)	
10.	Awards/ Recognitions	Awards/ Recognitions from Govt./Govt. Undertakings/ Institutes/ Organizations/ PSUs	05	Proof to be submitted	
11.	Software applications in managing Human resource Outsource	Vendor should have software application/support in managing attendance, project allotment, consolidated emoluments details, etc.,	05	Evidence of software being used to be submitted / proved and presentation should be made to this effect.	
12.	Appreciation letter from the existing clients	Appreciation letters/ Certificates from the existing clients (Govt./ International Organization etc.,)	05	To be furnished	

13.	GeM Star Rating	Performance Star Rating in GeM –4 & above	05	Screenshot to be submitted
14.	Presentation	Bidder should present to the Technical Evaluation Committee during interaction arranged by the buyer, with an objective to discuss/clarify and the scope of work	05	Resource/ details to be present by the bidder. The quality of the technical proposals will be evaluated as per buyers requirement Understanding of the Business Domain of Client – 1 Mark Proposed Methodology/Approach – 1Mark Proposed Deployment Architecture –1Mark Proposed Resources and Technology– 1 Mark Demo of the proposed model – 1Mark

Micro & Small Enterprises who are Service Provider of the Primary Service Category and whose credentials are validated online, through Udyam Registration/ Udyog Aadhaar and Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP), shall be given full score in the criteria of experience, Performance and Average annual turnover.

- (ii) Minimum cut-off Marks for qualifying in Technical Bid – 60 marks out of 100 marks
- The proposal with the highest weighted combined score (quality and cost) as per the predefined formula integrated in GeM portal shall be selected.
- After filing the technical score, the system will open financial bid of all qualified Service Provider's and compute QCBS score as given below:

ICMR Hqrs/ICMR____may decide (weight-age ratio 60:40 or 70:30 or 80:20)
QCBS calculation Logic (eg. 70:30 weight-age)

Example of GeM QCBS calculation:

	Technical Evaluation		Financial Evaluation		Result	
Weight-age	70%		30%			
	Marks	Score Calculated	Marks	Score Calculated		
Service Provider 1	75	83	3.6	97.2	87.26	
Service Provider 2	80	89	3.5	100	92.3	H1
Service Provider 3	90	100	6.5	53.84	86.15	

(a) Technical Eligibility Criteria

- (i) The Outsourcing Agency (Service Provider) must be a registered legal entity like a company, society, LLP etc. **registered with Registrar of Companies (ROC)/ Registrar of Firms.** A copy of registration certificate should be submitted. Either the Registered Office or one of the Branch Offices of the bidder should be located in New Delhi/_____.
- (ii) Should submit Self-Attested copy of CA certificate with **last three-year balance sheet,**

Income Tax Returns. CA certified copy of **last three-year annual turnover.**

- (iii) The bidder must have an **Annual Turnover of not less than of Rs.____** during the last three consecutive financial years. Chartered Accountant certified copies of Profit & Loss account, audited accounts/ balance sheet and IT Return and IT clearance certificate also to be attached. The bidder should not have incurred loss in any two years during the last three years.
- (iv) Detailed company profile with **at least 5 (Five) years' experience in providing human resource services** to Central Government/ State Government organizations/ Government of PSUs/ Undertaking/ Organizations with documentary evidence. The experience shown should be for providing continuous human resource service for at least one year for each client. Satisfactory document proof from end users must be submitted.
- (v) *The bidder should have **at least a minimum strength of 1000 for the financial year 2022-23 on their rolls.***
- (vi) The bidder should possess **ISO 9001:2015 or latest** updated version of the certification in providing Human resource services and the certificates should be enclosed along with the bid.
- (vii) The bidder should have **valid registration from the concerned authorities for Services & Taxes** (proof to be enclosed).
- (viii) To submit the copy of **PAN/TAN/GST Registration.**
- (ix) A company, firm or agency should be registered with/ have requested required business **License** and should be valid at least three months as on date of opening of bids.
- (x) The firm **should not have been black-listed** by any Central Govt./ State Govt./ Govt. PSUs/ Undertaking/ Organizations or allies' agencies. No Vigilance/ CBI case should be pending against the bidder. A certificate to be given to this effect on own letterhead.

(b) Financial bids evaluation criteria: -

- (a) Financial Evaluation will be done on the basis of Administrative / Service Charges.
- (b) The bidder shall quote the charge in percentage (%)
- (c) In case of any conflict between GeM SLA, T&C available on GeM and additional Terms & conditions, the conditions/terms given in ATC shall supersede over others.

TENDER ACCEPTANCE LETTER
(To be given on company Letter Head)
**ICMR - Engagement of External Agency to Outsource Human Resources
Through GeM portal, under
Quality & Cost Based Selection (QCBS)**

Date:

To

_____ The Director General/Director, ICMR Hqrs/ICMR

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. _____

Name of Work: Contracting of External Agency for Outsourcing of Human resource through QCBS.

Dear Sir

I/We have downloaded/obtained the tender document(s) for the above mentioned "Work" from the GeM site(s) namely:

<https://gem.gov.in> as per your advertisement, given in the above mentioned website(s)

- (1) I/We hereby certify that I/We have read the entire terms and conditions of the tender documents (including all documents like annexures/scope of works) which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.
- (2) The corrigendum (s) issued from time to time by your department/organizations too have also been taken into consideration, while submitting this acceptance letter.
- (3) I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/corrigendum (s) in its totality/entirely.
- (4) I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. Department/Public Sector undertaking.
- (5) I/We certify that all information furnished by our firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefor or summarily reject the bid or terminate the contract, without prejudice to any other rights.

Yours faithfully

(Signature of the Bidder, with Office Seal)

**ICMR - Engagement of External Agency to Outsource Human Resources
Through GeM portal, under
Quality & Cost Based Selection (QCBS)**

UNDERTAKING FROM THE BIDDER

- (a) We have the required licenses, registration and permissions of the Competent Authority of the Government to run our assigned work order in the premises of the Buyer (ICMR).
- (b) We have not been in default of payment to any project staff deployed/provided by us to any other Principal Employer.
- (c) We have not defaulted/short paid any of our statutory liabilities.

Signature of the Bidder, with Office Seal

**ICMR - Engagement of External Agency to Outsource Human Resources
Through GeM portal, under
Quality & Cost Based Selection (QCBS)**

Financial Capacity of the Applicant

S. No.	Financial Year	Annual Revenue (Rs. in crores)
1.	FY 2020-21	
2.	FY 2021-22	
3.	FY 2022-23	
	Average	

(Signature, name and designation of the authorized signatory For and on behalf of

.....

Note:

Please attach Annual Financial Statements for FY 2020-21, FY 2021-22 and FY 2022-23,
Endorsed by registered chartered accountant

**ICMR - Engagement of External Agency to Outsource Human Resources
Through GeM portal, under
Quality & Cost Based Selection (QCBS)**

Experience Certificate of the Firm for Similar nature of Work

S. No.	Name of work/Project & Client name	Category of Client (Central / State Govt Organization / PSU / Public Listed Company)	Number of outsourced contractual human resource for client	Start Date of the assignment	Completion date of the assignment (mention ongoing, if not completed)	Annualized Value of the Human resource Outsourced to the Client(Rs)	Documentary Evidence to authenticate the experience details to be Attached
1.							
2.							
3.							
4.							
5.							

***Note:** Projects which were completed prior to 7 years from the date of publication of tender will not be considered for evaluation

Certification from Authorized Signatory of the Firm

This is to certify that the information contained above is correct as per the accounts of the Applicant and/or the clients.

(Signature, name and designation of the authorized signatory)

Date:
Name and seal of the Applicant:

**ICMR - Engagement of External Agency to Outsource Human Resources
Through GeM portal, under
Quality & Cost Based Selection (QCBS)**

Particulars of the Applicant

Particulars of the Applicant	
1.1	Title of Project: Contracting of External Agency for Outsourcing of Human resource through Quality and Cost based selection (QCBS)
1.2	State whether applying as Sole Firm: Yes/No
1.3	State the Following:
	Name of Firm:
	Legal status (e.g. sole proprietorship or partnership)
	Registered address:
	Year of Incorporation:
	GST Number:
	PAN Number:
	EPF Registration Number:
	ESI Number:
	Company Registration Number:
	Year of commencement of business:
	Principal place of business
	Name, designation, address and phone numbers of authorized signatory of the
	Applicant:
	Name:
	Designation:
	Company:
	Address:
	Phone No.:
	E-mail address:

1.4 For the Applicant state the following information:

Has the Applicant been penalized by any organization for poor quality of work or breach of contract in the last five years?

Yes/No

Has the Applicant ever failed to complete any work awarded to it by any public authority/entity in last five years?

Yes/No

Has the Applicant or any member of the Consortium been blacklisted by any Government department/Public Sector Undertaking in the last five years?

Yes/No

Has the Applicant or any of its Associates, in case of Consortium, suffered bankruptcy/insolvency in the last five years?

Yes/No

Note: If answer to any of the questions at (ii) to (v) is yes, the Applicant is not eligible

Declaration that the Company has not been blacklisted in last three years
(To be submitted on the Letterhead of the responding SI)
ICMR - Engagement of External Agency to Outsource Human Resources
Through GeM portal, under
Quality & Cost Based Selection (QCBS)

{Place}

{Date}

To,

Ref: No: dated

Subject: Self Declaration of not been blacklisted in response to the Tender for Security Audit of ICMR Hqrs/ICMR_____ web portal and Certificate Issuance.

Dear Sir,

We confirm that our company, M/s. , is not blacklisted in any manner whatsoever by any of the State/UT and/or Central Government in India in last three years on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Further it is confirmed that there is no legal incapacity that will bar the Bidder from entering into a Contract or Agreement or to undertake the specified Scope of Work

Place:

Date:

Bidder's Company Seal:
Authorized Signatory's Signature:
Authorized Signatory's Name and Designation:

Note: The Bidder shall necessarily provide a copy of 'Power of Attorney' authorizing the signatory for signing the Bid on behalf of the Bidder in its Bid.

Undertaking on GST

**ICMR - Engagement of External Agency to Outsource Human Resources
Through GeM portal, under
Quality & Cost Based Selection (QCBS)**

I (Name), aged years, S/o
..... (Name), Proprietor / Managing Partner / Managing
Director of (Name of the Agency) do hereby
solemnly affirm and state as follows:

- (a) That we are registered under GST and compliant of GST provision.
- (b) In case of non-compliance of GST provisions and blockage of any input credit we shall be responsible to indemnify ICMR Hqrs/ICMR_____.
- (c) That all input credits shall be passed on to ICMR Hqrs/ICMR_____ by the us

Dated this, the day of month Year.

Signature of Proprietor / Managing Partner / Managing Director

Place:

Date:

Note:

- 1) The bidder has to quote in %age only. The quoted percentage (with positive number) shall be considered up to two decimals only.
- 2) The percentage quoted by the agency is applicable for all the payments paid by agency to the project staff and statutory authority i.e. consolidated emoluments, PF & ESIC, bonus, increase of wages and medical policy wherever applicable.
- 3) Bids with NIL / BLANK / N.A. / ZERO / Negative percentage quoted will be rejected out rightly without giving any reason whatsoever. It will be considered as non – responsive bid. The lowest responsive bidder will be considered.
- 4) Supervisors, Face biometric machine for attendance, Uniform as per condition of tender has to be provided by the agency and ICMR Hqrs/ICMR_____ will not pay on this account hence charges shall be included in the quoted percentage.
- 5) The amount on account of consolidated emoluments, PF & ESIC, bonus, increase of wages supported with the documentary proof shall be paid to the agency.

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Bid Security Declaration

“Whereas, I/We (Name of Agency) have 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)

CHECK LIST – 1 / PQ PROFORMA
 (TO BE UPLOADED BY THE BIDDER ALONG WITH TENDER APPLICATION)
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S. No.	Particulars	ATTACHMENTS / ENCLOSURES CHECK LIST (To be uploaded / enclosed)
1.	Name & registered office Address of the Applicant	
2.	Name, address, telephone, Fax No., email address of the authorized contact person of the agency for further communication	Name: Address: Ph. No: Mobile No: Fax No: E-Mail ID:
3)	Unconditional Acceptance Letter	
4)	Authorization Letter / Power of Attorney (if required)	Scanned copy of duly signed & stamped Unconditional Acceptance Letter uploaded before due date

Declaration

I, (____) hereby declare that the documents submitted / enclosed are true and correct. In case any document at any stage found fake / incorrect, my tender document may be rejected.

Place:

Date:

Signature with stamp

Authorized Signatory of the Agency

CHECKLIST – 2 / TQ PROFORMA
(TO BE UPLOADED BY THE BIDDER ALONG WITH TENDER APPLICATION)
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S. No.	Particulars	ATTACHMENTS / ENCLOSURES CHECK LIST (To be uploaded / enclosed)	
1.	Name & registered office Address of the Applicant		
2.	Name, address, telephone, Fax No., email address of the authorized contact person of the agency for further communication	Name:	
		Address:	
		Ph. No:	
		Mobile No:	
		Fax No:	
		E-Mail ID:	
3.	Details of PAN card	Enclose documentary proof	Self-attested copy of PAN card uploaded YES/NO
4.	Details of GST No.	Enclose documentary proof	Self-attested copy of GST No. uploaded YES/NO
5.	Company registration certificate		
6.	Details of PF	Enclose documentary proof	Self-attested of PF copy uploaded YES/NO
7.	Details of ESIC	Enclose documentary proof	Self-attested copy of ESIC uploaded YES/NO
8.	Work Experience Certificates from clients of having satisfactorily completed works similar nature i.e.	Details of similar nature works completed during last seven years showing the nature of work done, the value of work, date of start, date of completion as per agreement, actual date of completion and satisfactory completion of works	Completion Certificates with PO and BOQ / Documents. Self-attested copy uploaded YES/NO
(i)	Name of client:		
	Name of work:		
	Completion value:		
	Date of Start:		
	Date of completion as per agreement:		
	Actual date of completion of work:		
(ii)	Name of client:		
	Name of work:		
	Completion value:		
	Date of Start:		
	Date of completion as per agreement:		

	Actual date of completion of work:		
(iii)	Name of client:		
	Name of work:		
	Completion value:		
	Date of Start:		
	Date of completion as per agreement:		
	Actual date of completion of work:		
9.	Annualized average financial turnover details (Abridged Balance Sheet and Profit & Loss Account) equivalent to Indian Rupees in Lakhs during last three financial years minimum Rs. Lacs	Abridged Balance Sheet and Profit & Loss account for last three financial years	Copy of Annual Report i.e. Abridged Balance Sheet and Profit & Loss Account for the last three years. Self- attested copy uploaded YES/NO
10.	Whether experience from private clients?	Non-Government / NonPSU organizations	Scanned TDS certificates of stipulated value of works from clients enclosed: YES/NO
11.	Forms to be filled with relevant documents duly numbered		PAGE NOS
a)	Form 1	Tender acceptance letter duly stamped and signed	
b)	Form 2	Undertaking form duly stamped and signed	
c)	Form 3	Financial capacity of the Applicant	
d)	Form 4	Experience certificate of the Firm for similar nature of work	
i)	Form 5	Particulars of the Applicant	
j)	Form 6	Duly notarized declaration regarding blacklisting / debarring of firms in ICMR Hqrs/ICMR_____	
k)	Form 7	Undertaking of GST	

Declaration

I, (____) hereby declare that the documents submitted / enclosed are true and correct. In case any document at any stage found fake / incorrect, my tender document may be rejected.

Place:

Date:

Signature with stamp

TECHNICAL ELIGIBILITY CRITERIA COMPLIANCE SHEET
 (To be uploaded by the Bidder along with tender application)
ICMR - Engagement of External Agency to Outsource Human Resources
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Sl. No.	Particulars	Proof Attached (Yes/No)	Mention page no. in the tender document
1.	The Outsourcing agency (Service Provider) must be a registered legal entity like a company, society, LLP, etc. registered with Registrar of companies (RoC)/Registrar of Firms. A copy of registration certificate should be submitted. Either the Registered Office or one of the branch offices of the bidder should be located and established in Chennai for more than 5 years (Consignee Location)		
2.	Self-Attested copy of CA certificate with last three-year balance sheet, Income Tax Returns i.e. 2020-21, 2021-22 & 2022-23. CA Certificate copy of last three years annual turnover should be submitted		
3.	The bidder must have an Annual Turnover of not less than of Rs. _ during the last three consecutive financial years 2020-21, 2021-22 & 2022-23 certified by a Chartered Accountant, copy of Profit & Loss account, audited accounts/ balance sheet and IT Return and IT clearance certificate also to be attached along with. The bidder should not have incurred loss in any two years during the last three years.		
4.	Detailed company profile with at least 5 (Five) years' experience in providing human resource services to Central Government/ State Government organizations/ Government of PSUs/ Undertaking/ Organizations with documentary evidence. The experience shown should be for providing continuous human resource service for at least one year for each client. Satisfactory document proof from end users must be submitted		
5.	The bidder should have at least a minimum strength of 1000 for the financial year 2022-23 on their rolls.		
6.	The bidder should possess ISO 9001:2015 or latest updated version of the certification in providing Human resource services and the certificates should be enclosed along with the bid.		
7.	The bidder should have valid registration from the ESI, EPF and under GST. Details of ESI, EPF and GST registration for the last three years at Consignee Location		
8.	Copy of up-to-date remittance to ESI, EPF and GST authorities for the financial year.		
9.	Copy of PAN/TAN/GST Registration		

	A company, firm or agency should be registered with/ have requested required Licenses and should be valid atleast six months as on date of opening of bids.		
	The firm should not have been black-listed by any Central Govt./ State Govt./ Govt. PSUs/ Undertaking/Organizations or allies' agencies. No Vigilance/ CBI caseshould be pending against the bidder. A certificate to be given to this effect on own letterhead.		

Seal & Signature of the bidderName:
Phone Number:Mail ID: