



**icmr**  
INDIAN COUNCIL OF  
MEDICAL RESEARCH

**NCDIR**  
NATIONAL CENTRE FOR DISEASE  
INFORMATICS AND RESEARCH

## **Notice Inviting Tender**

For

### **Contracting of External Agency for Outsourcing of Manpower under Minimum Wages through GeM**

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**ICMR-National Centre for Disease Informatics and Research**

**Bengaluru**

**NOTICE INVITING TENDER THROUGH GEM PORTAL**

**I. INTRODUCTION**

The main and broad overall objective of the Centre is to sustain and develop a national research data base on Cancer, Diabetes, CVD and Stroke and NCDs through recent advances in electronic information technology with a national collaborative network so as to undertake aetiological, epidemiological, clinical and control research in these areas. The Centre plans, directs, develops, supports, coordinates, and evaluates a national programme on cancer surveillance involving collection and analysis of reliable data on magnitude and patterns of cancer to answer key questions about disease incidence and mortality in different demographic and population settings. The Centre plans, facilitates and supports programmes of surveillance of Cancer, Diabetes, CVD and Stroke involving collection and analysis of reliable data on magnitude and patterns of disease to answer key questions about disease incidence and mortality in different demographic and population settings.

The Centre designs, undertakes and implements multi-registry, centric collaborative aetiological research studies, evolves, coordinates, and evaluates a national standardized programme on patterns of patient care and survival in different anatomical sites of cancer, plans and facilitates programmes on patient care and survival in diabetes, CVD and Stroke. The Centre develops human resources in the use of disease data base and informatics for research with a focus on multi-disciplinary approach and help to stimulate cross training and inter and multidisciplinary.

On behalf of the Director, ICMR - National Centre for Disease Informatics and Research, Bengaluru, online bids are invited through GeM Portal from reputed, experienced firms for Providing human resource services to perform its assigned work under different categories of Positions in ICMR - National Centre for Disease Informatics and Research, Bengaluru, initially For a period of one year and may be extended based on the performance of work for a Maximum period of three years with mutual consent.

**II. CATEGORIES POSTS**

<b>Sl. No.</b>	<b>Category (Those covered under)</b>	<b>No. of Posts **</b>
1.	Minimum Wages *	17 approximate

\* Project Administration posts shall be engaged under Minimum Wages Act

\*\* May increase or decrease depending upon the work load/number of projects at ICMR-NCDIR.

**II) MINIMUM WAGES:**

<b>Sl. No.</b>	<b>Category</b>	<b>Nomenclature of ICMR Non-Institutional Project Human Resource Positions</b>	<b>Approximate number Required</b>
1.	Unskilled	Office Helper	02
2.	Semi Skilled	Data Entry Operator	04
3.	Skilled	1.Senior Project Assistant	10
		2.Driver	01

Note:

- 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
- d) Minimum Wages for unskilled, semi-skilled and skilled manpower should be paid as applicable for the State/Central Govt. whichever is higher but should not exceed the amount as indicated against each category

### III. TERMS AND CONDITIONS

Sl. No.	Category of the Terms and Conditions
A.	Service Level Agreement for Manpower 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

#### A.) Service Level Agreement for Manpower Hiring Services

##### 1) **AGREEMENT OVERVIEW**

This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Manpower Hiring Service Provider. The purpose of this agreement is to facilitate implementation of Manpower Hiring Service at the Buyer's premises or any other premises 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:

1. General terms and conditions for Services;
2. 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:

1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties
  2. Present a clear, concise and measurable description of services offered to the Buyer
    - 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
1. 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-

1. **Buyer:** Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed
2. **Service Provider:** Service provider 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.

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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 is to provide Manpower Hiring Services in the Buyer's premises or the Buyer's designated premises. The Service Provider would be required to provide sufficient and qualified manpower, 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 maybe required for one or more locations all over India.

Buyers of this service will have the option to choose the desired manpower on the basis of type of function, educational qualification, work experience, skill categories as per their requirement. Buyer will also provide additional details like duration of requirement, number of manpower 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

- 1) Service Provider; while providing the services shall be compliant with all the applicable laws with respect to Buyer's organization, region or premises. List of central labour laws under Ministry of Labour and Employment is given as Annexure 1, Service Provider shall follow all the laws applicable for Buyer.
- 2) Buyer will be required to select the manpower as per available type of manpower category, in case the category is not available; Buyer will select other category and provide manual inputs.
- 3) It is the responsibility of the Service Provider to provide manpower as per Buyer's requirement. The person deployed should not be less than age of 18 years old.
- 4) The persons deployed should be efficient while handling the assigned work and complete the assigned working given timelines. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- 5) 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 canying out such activities like registration with labour department, PF Act, 1952, EST Act, 1948, Income Tax Act etc.

- 6) 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.
- 7) In case of services hired on annual basis and 5 working days, the manpower will be entitled to 08 days of casual leaves per year on pro-rata basis and in case of 6 working days, the manpower will be entitled to 15 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.

- 8) Employers share of EPF, ESI, ELDI, Insurance and other relevant/ mandatory compliances shall be deposited to the respective authorities with proof of deposit of both employee and employer share by within first 7 working days of the succeeding month. Employee share of EPF and ESI contribution shall be recovered from the gross remuneration and balance amount is to be released to the persons employed.
- 9) 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.
- 10) The Service Provider shall be solely responsible for the redressal of grievances/ resolution of disputes relating to persons deployed. The Buyer shall, in no way be responsible for settlement of such issues whatsoever.
- 11) After award of contract, if the Service Provider is found to be charging any amount from the manpower 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 manpower as registration or any fees by the Service Provider will be recovered from the pending bills and will be paid directly to the concerned manpower.
- 12) Any violation of contractual obligations by the Service Provider/ manpower shall attract penalties, before imposing a penalty, the Buyer will provide 3 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.
- 13) 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

1. If Buyer requires additional manpower during the contract period; Buyer shall inform about the same with specific requirements to the Service Provider 1 month prior to the employment start date.
2. The manpower 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.
3. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise.
4. In case of non-availability of specifically demanded manpower; the Service Provider shall communicate the same to Buyer at least 1 month prior to the employment start date.

#### 4.3 Service Assumptions

1. 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.
2. The manpower 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.
3. The Service Provider must assess all the proposed candidates of desired requirement on the parameters of educational qualification, work experience, skill assessment, pre-interviewing, short-listing and proposing to Buyer all pre-screened candidates ("Services").
4. The Service Provider would be required to provide sufficient and qualified manpower, capable of supporting the functioning of the project/department in a manner desired by the Buyer. Any mismatch in demand and supply of the manpower such as number of employees, 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.
5. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.



6. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by the Service Provider will be entertained by the Buyer.
7. The working hours and days of the outsourced manpower shall be as per the existing applicable rules of the Buyer. The deployed manpower shall get the benefit of holidays as notified/ declared by the Buyer. However, outsourced manpower has to work on holidays, if necessary and required based on demand of work.
8. The requirement of the manpower 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 manpower shall be withdrawn at the given time. If the requirement is increased, the Service Provider shall provide additional manpower on the same terms and conditions in reasonable time.
9. The persons deployed shall, during the course of their work be shall perform integrity to the Buyer and shall not disclose/ share any qualified 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.
10. 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 manpower or by the Service Provider. The manpower 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.
11. 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 emergencies.
12. 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.
13. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules& Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
14. No deployed manpower shall be allowed to stay in the Buyer's premise/ designated premise unnecessarily after working hours without Buyer's permission.
15. Any damages/ losses caused by deployed manpower 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.
16. The Total Price includes Minimum Wage, ESI, EPF, EDLI, Insurance, Other non-mandatory variables defined by the Buyer in the bid document, Admin Charge and GST on the mentioned components. Service Provider will thus quote over and above the following components as a Service Charge and Special Allowance if any:
17. Minimum Wage+ ESI + EPF + EDLI + Insurance + Other non-mandatory variables defined by the Buyer in the bid document + Admin Charges+ GST (on the Minimum Wage, ESI, EPF, ELDI and Insurance component), which is provided by the Buyer Department and the rest (GST on the component provided by the Buyer) is added by the platform.
18. In case of any changes in the minimum wages as per the Applicable Laws during the Contract period, Buyer shall pay the Service Provider the difference in wage from the amount mentioned in the contract on pro rata basis.
19. The cost of the Contract shall be valid for initial contract period. No price escalation, other than minimum wages revision, shall be entertained by the Buyer during the period.
20. The Service Provider shall assure the payment to employees on the last working day of the month, payment of salary/ wages to the employees 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

21. The claims in bills regarding Employees State Insurance, Provident Fund etc. shall be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount will be held up till such proof is furnished, at the discretion of the Buyer.

#### 4.4 Limitations of Service Delivery (If Any)

1. The Service Provider will provide manpower services as per the service categories/ manpower selected by the Buyer.
2. The Buyer will have option to replace the proposed manpower in case of non-performance, nondelivery or in any other exceptional case, however replacement of the manpower will be in 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:-

1. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law (Central/State), Minimum Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour(R&A) Act, Workmen Compensation Act etc. as applicable from time to time.
2. 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.
3. The Service Provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data/ resume, qualification and experience of the said manpower 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.
  - a) The Service Provider shall be responsible for police verification, character and antecedents' verification of the manpower. The same may be verified by the Buyer at the time of joining of the manpower, if he/she so desires.
  - b) The Service Provider shall furnish the following documents in respect of the manpower deployed by them to Buyer's premise/ designated premise in the given time limit:
  - c) List of persons deployed (monthly)
  - d) Bio data/ resume with antecedents details (at the time of deployment)
  - e) Copy of Aadhaar Card of the candidates (at the time of deployment)
  - f) Identity Cards issued by Service Provider bearing photograph (within 8 days of joining)
  - g) Identity proof and residential proof (at the time of deployment)
  - h) Copy of police verification certificate (at the time of deployment)
  - i) Copy of birth certificate, if required (at the time of deployment — for domicile purpose)
  - j) All selected manpower shall wear Identity Card provided by the Service Provider every day during working hours.
  - k) The Service Provider shall issue the letter of deployment to every deployed manpower and a copy of same shall be submitted to Buyer.
  - l) In an event of deployed manpower 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.
- 4) The Service Provider shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF and ESI (both employee and employer share), failing which a penalty will be deducted.

- 5) The Service Provider shall also deposit EPF and ESI of both employer and employee share within 15<sup>th</sup> day of the month of payment for the support staff engaged from their account and prefer the bill to the Buyer for reimbursement of employer share only.
- 6) The Service Provider shall furnish statement of amount paid for the month to the manpower deployed along with cheque number and date and Bank account from which the payment has been made.
- 7) Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.
- 8) The Service Provider shall submit before the Buyer Department, one copy of the return within 7 days from the date of filing of monthly/ quarterly/ half yearly/ annual return if any before the EPF and ESI authorities.
- 9) 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.
- 10) The Service Provider shall ensure regular payment to the deployed manpower to their entitlements like monthly salaries/ wages etc. and submit the documentary proof of the salary paid as per the terms and conditions of the contract. Bill for the subsequent month will be paid only after submission of certificate of disbursement of wages of previous month.
- 11) The Breakup of the salary/ payment components shall be provided to the Buyer. The Buyer will provide Minimum Wage as per the Notification applicable in their area for the category of Resource they want to procure.

## **6) BUYER'S OBLIGATIONS**

Buyer's obligations will include the following-

1. The attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises.
2. The Buyer shall provide work space (seating area, work desk, furniture etc.) for the manpower hired through Service Provider, Buyer shall also arrange necessary gate/ entry pass to Buyer's premise/ designated premise for the manpower.
3. Buyer shall directly or in consultation with the Service Provider provide the necessary training to the manpower for Buyer specific tools, applications and machinery etc., if required.
4. 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.
5. The Buyer shall make necessary arrangements for use of basic facilities like water pots/ machines, cafeteria, washrooms etc. for manpower working at Buyer's premise/ designated premise.
6. 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 such 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 analysing 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 Attendance Sheet**

1. The Buyer shall be responsible to maintain the attendance in attendance sheet/ register or Aadhaar based biometric attendance machine (whichever is applicable) at Buyer's premise/ designated premise. Buyer shall share a copy of the same with Service Provider at the end of every month.

## 7.2 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 nonperformance 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.

## 7.3 Service Performance and Feedback

1. 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 shouldbe 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.
2. 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.
3. 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, logbook, service feedback is found during the tracking; immediate action can be taken against the party.

## **8 ) PENALTIES AND FINE**

Penalties and fine can be imposed on either party in case they have caused loss to other party, loss can be financial as well as reputational. These losses may occur due to breach of contract/ agreement, faulty services, non/ delayed payment to the Service Provider for the services availed. Amount of penalties/ fine shall be settled/ recovered during next payments/ final settlements of the Service Provider.

Penalties and fine are detailed below-

S. No.	Description	Penalty / Fine		
		1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
1.	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, @1 % per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.	Up to 15 Days, @2 % per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.	Cancellation of the contract with cancellation charges @ 10% of the order value

S. No.	Description	Penalty / Fine		
		1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance
1.	Non-deployment of total manpower mentioned in the contract as per the date of joining	Up to 15 Days, @1 % per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.	Up to 15 Days, @2 % per day of the total value and Beyond 15 days cancellation of the contract with cancellation charges @ 10% of the order value.	Cancellation of the contract with cancellation charges @ 10% of the order value
2.	If employee is found disclosing any confidential information/ document to the Service Provider/ any third parties	Cancellation of the contract with cancellation charges @ 10% of the order value along with recovery of losses caused (if any) and legal action against the Service Provider depending on the gravity of the act	-	-
3.	If the employee is found responsible for any theft, loss of material/ articles and damages	Immediate payment in actuals, equivalent to the value of the article theft/ lost/ damaged. Replacement of employee within 2 days	Immediate payment in actuals, equivalent to the value of the article theft/ lost/damaged. Replacement of employee within 2 days/ cancellation of contract as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value
4.	If the employee is found responsible for disobedience/ misconduct	Warning/ counselling/ of employee as decided by the Buyer depending on the gravity of the act	Warning/ counselling/ Immediate replacement of employee within 2 days as decided by the Buyer and Warning to	Cancellation of the contract with cancellation charges @ 10% of the order

			Service Provider depending on the gravity of the act	value
5.	If the employee is absent or takes leave for more than 2 days without informing or taking prior approval.	Substitute within 2 days failing which, @ 1 % per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Substitute within 2 days failing which, @ 3% per day of the total value (excluding service tax etc.) of the absent resources up to 15 days. Beyond 15 days, cancellation of the contract with cancellation charges @ 10% of the order value	Cancellation of the contract with cancellation charges @ 10% of the order value
<b>S. No.</b>	<b>Description</b>	<b>Penalty / Fine</b>		
		<b>1<sup>st</sup> Instance</b>	<b>2<sup>nd</sup> Instance</b>	<b>3<sup>rd</sup> Instance</b>
6.	If the employee is found responsible for adopting illegal and foul methods or exercising any corrupt practice in collusion with any third party or officials at the workplace	Immediate replacement within 2 days/ cancellation of the contract with cancellation charges @ 10%, as decided by the buyer depending on the gravity of the act.	Cancellation of the contract with cancellation charges @ 10% of the order value	-
7.	Delay in payments of take-home remuneration by the Service Provider and deposit of EPF and ESI (both employee and employer share)	Rs. 100 per day per worker for each default, warning to Service Provider to deposit the said amount within 7 working days	Rs. 200 per day per worker for each default, hold on all type of payments to Service Provider till the said amount is deposited to respective stakeholders and proof of same is submitted to Buyer	Cancellation of the contract with cancellation charges @ 10% of the order value

## 9) 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

1. The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of salary/ wages (minimum wage, insurance, PF, ESI etc.) and taxes, as applicable.
2. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
3. No advance payment shall be made to the Service Provider

### 9.2 Payment Cycle

1. Payment shall be made once the services are delivered, and the Service Provider submits the invoice for the same.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, logbook and service feedback.

### 9.3 Payment Process

1. 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.
2. All the penalties/ fine/ interest (if applicable) shall be settled before making the payments. Service Provider shall not have any objection on the same.
3. Payment shall be made through bank transfer only, in no circumstance cash/ cheque payment shall be made.

## 10) 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-

1. *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.
2. *Amendment in statutory variations:* All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
3. *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.

## 11) 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:

1. *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.
2. *Breach of contractual obligations:* Any incidents 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.

3. *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 3 instances as per buyer discretion.
4. However, termination of this Contract shall not affect any accrued rights or remedies of either party.

## ANNEXURE -1

List of central labour laws under Ministry of Labour and Employment [1]-

1. The Minimum Wages Act, 1948
2. The Payment of Wages Act, 1936
3. The Payment of Bonus Act, 1965
4. The Equal Remuneration Act, 1976
5. The Trade Unions Act, 1926
6. The Industrial Employment (Standing Orders) Act, 1946.
7. The Industrial Disputes Act, 1947
8. The Weekly Holidays Act, 1942
9. The Factories Act, 1948
10. The Plantation Labour Act, 1951
11. The Mines Act, 1952
12. The Building and Other Construction Workers' (Regulation of Employment and Conditions of Service)

Act, 1996

13. The Motor Transport Workers Act, 1961
14. The Beedi and Cigar Workers (Conditions of Employment) Act, 1966
15. The Contract Labour (Regulation and Abolition) Act, 1970.
16. The Bonded Labour System (Abolition) Act, 1976
17. The Sales Promotion Employees (Conditions of Service) Act, 1976
18. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
19. The Cine Workers and Cinema Theatre Workers (Regulation of Employment) Act, 1981
20. The Dock Workers (Safety, Health and Welfare) Act, 1986
21. The Child Labour (Prohibition and Regulation) Act, 1986
22. The Working Journalists and Other Newspapers Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955
23. The Working Journalists (Fixation of rates of Wages) Act, 1958
24. The Employees' Compensation Act, 1923
25. The Employees' Provident Funds and Miscellaneous Provisions Act, 1952
26. The Employees' State Insurance Act, 1948
27. The Maternity Benefit Act, 1961
28. The Payment of Gratuity Act, 1972
29. The Unorganized Workers' Social Security Act, 2008
30. The Building and Other Construction Workers Cess Act, 1996



31. The Mica Mines Labour Welfare Fund Act, 1946
32. The Cine Workers Welfare (Cess) Act, 1981
33. The Cine Workers Welfare Fund Act, 1981
34. The Limestone and Dolomite Mines Labour Welfare Fund Act, 1972
35. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare (Cess) Act, 1976
36. The Iron Ore Mines, Manganese Ore Mines and Chrome Ore Mines Labour Welfare Fund Act, 1976
37. The Beedi Workers Welfare Cess Act, 1976
38. The Beedi Workers Welfare Fund Act, 1976
39. The Labour Laws (Exemption from Furnishing Returns and Maintianing Registers by Certain Establishments) Act, 1988
40. The Employment Exchange (Compulsory Notification of Vacancies Act, 1959.

**B. Additional Terms and Conditions that neither available in the Golden Parameter of GeM nor available under the GeM additional Terms and Conditions:-**

1. The Service Provider Company / Firm/ Agency should have completed at least one service contract of providing service/manpower of value not less than Rupees One Crore per annum in the last three years i.e. F.Y. 2021-22, 2022-23 & 2023-24.
2. The Service Provider Company / Firm / Agency should submit certificates of good performance (regarding service/manpower provided) which must specifically mention that the vendor has made timely payment of salary and timely deposition of statutory contribution i.e.; EST, EPF etc ., from any two institutions where the firm had provided service/manpower 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 3 year, 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.
3. Conditional bids shall not be considered and will be out rightly rejected at the very first instance.
4. The Competent Authority i.e. The Director, ICMR-NCDIR, Bengaluru reserves the right to annul any or all bids without assigning any reason.
5. The Director, ICMR-NCDIR, Bengaluru reserves the right to terminate the contract at any time after giving 3 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
6. **Further explanation with regard to Clause no. 4, Scope of Services of Service Level Agreement for Manpower Hiring Services on GeM Portal** The manpower employed by the Agency shall be required to work normally as per the Institute's working days, i.e. from Monday to Friday from 09:00 hrs. to 17:30 hrs. with a lunch break of 1/2hour from 13:00 hrs. to 13:30 hrs. However, if the employees 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 manpower deployed by ICMR-NCDIR can be called upon to perform duties on Saturdays/Sundays and other Gazette holidays, if required. No extra wages will be paid for attending office on such exigencies. However, their weekly days off shall be adjusted accordingly. The payment shall be made on conclusion of the calendar month only based on actual no of duties performed by each person during the month.
7. **Further explanation with regard to Clause no. 6, BUYER'S OBLIGATIONS of Service Level Agreement for Manpower Hiring Services on GeM Portal**, the attendance of the manpower shall be entered in the register provided by the Service Provider and/or in the Aadhaar based Biometric attendance system at the Buyer's premises.
8. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, 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.

9. 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 employees daily and shall arrange for a substitute in case an employee is absent. (The coordinator will be paid by the vendor and not by ICMR-NCDIR).
10. The Institute reserves the right to withdraw/ relax modify terms and conditions mentioned above to ensure smooth operations, with concurrence of the vendor.
11. The institute 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 dtd. Nov 2016.

## 12. FRAUD AND CORRUPT PRACTICES

- i. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Not with standing anything to the contrary contained herein, the Institute 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 Institute during a period of 3 (three) years from the date such 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 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 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 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 employed 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.

16. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Institute.
17. In case, the tendering Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Institute is put to any loss/ obligation, monetary or otherwise, the Institute 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.
18. The venue of the dispute settlement, if any, shall be ICMR- NCDIR, Bengaluru.
19. The Service Provider shall open Bank Account in the name of his firm in Nationalized Banks within 15 days of assumption of contract and maintain it until the duration of the contract. The Service Provider will also get the Saving Fund Accounts of all his workers opened in the Bank and deposit/transfer their wages directly to these accounts. He will also be required to provide the details of EPF and ESI accounts of all the staff deployed by him in the Institute within 15 days of their deployment. The Service Provider shall get the EPF pass books issued by the Provident Fund Dept. To every worker within 30 days of their deployment.
20. The service provider shall deploy the manpower specified in the schedule of quantities. The ICMR- NCDIR reserves the right to increase/decrease the minimum manpower by giving the Service Provider a notice of 3 working days.
21. ICMR-NCDIR 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 DA or revision of minimum wages, as notified by the Govt. of India and implemented by the Institute. However, the administrative/service charges will continue at the same rate till the end of the contract period.
22. In the event of default being made in the payment of any wage/due money 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 Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the `ICMR-NCDIR ' 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 Labour Authorities/worker and any sums so paid shall be recoverable by the `ICMR-NCDIR ' from the Service Provider.
23. If any authority imposes any Financial penalty/award because of deficiency by the Firm/manpower provided by the firm to ICMR-NCDIR with directions to ICMR-NCDIR to deposit/pay the same, such money shall be deemed to be payable by the Service Provider to the 'Institute'. The Institute 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 as provided in clause-21(4) of the Contract Labour (Regulation & Abolition) ACT- 1970 (ACT No37 of 1970)
24. The vendors are also requested to provide their bank details, Name of the beneficiary, Account No. of the beneficiary, IFSC code of the bank/ branch.

25. 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.

26. Service Provide 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.

27. Penalty Provisions;

i. Failure to commence/execute work:- In case the service provider fails to commence/execute the contract as stipulated in the agreement, the ICMR-NCDIR reserves the right to impose and recover penalty as detailed below:-

a) 5% of the cost of order per week for delays in commencement of work beyond two weeks of the placement of the order for up to four weeks delays.

ii) After the four-week delay the ICMR-NCDIR may cancel the agreement and get this job carried out preferably from any other agency from the open market. The difference in cost, if any, will be recovered from the defaulting service provider as damages and he shall also be debarred for a period of three years from participating in such type of tenders and his security deposit shall stand forfeited. a) Absence of Services:-

i) 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 his monthly bill

ii) 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 manpower. The delay by the Agency in providing a substitute beyond agreed to timelines shall attract penalty @ Rs. 500/- per day (per such case) on the service providing Agency

iii. Delay in payment of salary: The firm will pay wages due to outsourced employees on or before the 10<sup>th</sup> of next month. Default on the part of the service provider in paying salary on time to the workers or in the deposition of EPF/ESI, as applicable, shall attract penalty at the rate of 2% per month calculated on the monthly wage bill (of the concerned month) of that cadre of employees deployed in that area where delay has occurred.

iv. **Further explanation with regard to Clause no. 8 (4), Penalties and Fine of Service Level Agreement for Manpower Hiring Services on GeM Portal**, in case any public complaint is received which is attributable to misconduct/misbehaviour of service provider's personnel, include theft or pilferage 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 institute 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 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-NCDIR or concerned Head of Department/Office as the case may be.

That in the event of any loss occasioned to the 'ICMR-NCDIR ' as a result of any lapse on the part of the Service Provider or his deployed staff, established after an enquiry conducted by the 'ICMRNCDIR ', the said loss may be claimed from the Service Provider up to the value of the loss. The decision of Director, ICMR-NCDIR will be final and binding on the Service Provider.

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.

- vi. In case of under deployment of manpower on any given day as agreed upon, a penalty of Rs. 1000 per less employee per day for the entire deficit numbers will be imposed along with the deduction of salary.
- vii. In case any written complaint is received from public or from any Officer/staff of the user areas regarding the conduct of the staff of the outsourced firm a penalty of Rs. 2000 for each such incident will be imposed.
- viii. If the deployed staff is not found wearing proper uniform wherever wearing uniform wherever wearing uniform is mandatory, a penalty of Rs. 500/- will be imposed per instance.
- ix. In case the services remain consistently unsatisfactory for a period of more than 2 weeks, a penalty of Rs. 5 lakh will be imposed.
- x. 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.
- xi. In case it is reported that the staff of the outsourced firm reports late for duty or leaves the duty without informing the ICMR-NCDIR authorities a penalty of Rs. 500 will be imposed per instance.
- xii. Payment of salary/wages to the employees shall be made in their bank accounts only, no cash or kind payment shall be made. In case the salary 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.
- xiii. If the service provider fails to provide the documentary proof for the qualification and experience of the deployed manpower at the time of deployment then a penalty of Rs. 1000 per default will be imposed.
- xiv. The service provider shall provide the documentary proof for the qualifications and experience of the manpower deployed by them. The bio-data/ resume, qualification and experience of the said manpower 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.
- xv. 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 2 years shall be taken. The service provider must provide the receipt for the same to the candidate.
- xvii. The service provider shall assure the payment to employees 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. 10000 per day of delay.
- xviii. Salary slip with breakup of salary/payment components shall be provided by the service provider to all the manpower. Any default will lead to imposition of penalty @ Rs. 1000 per incident.
- xix. 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 personnel is found not following any universal precautions at work.
  - ii) If any worker employed by the firm is found indulging in theft of any nature.
  - iii) If the personal hygiene of any employee is found unsatisfactory.

- iv) Penalty will also be imposed if the behavior of personnel(s) found is discourteous to anyone in the hospital including staff or patients.
- 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.
28. **Indemnity bond:** The second party (vendor) shall provide indemnity to the first party for any illegal acts carried out by the manpower supplied to the first party in its premises. The second party (vendor) shall be the "employer" for all purposes in respect of the manpower so provided and he shall be responsible for and ensure the implementation of the Labor and Industrial law. The second party's staff deployed/ persons deputed shall not claim any compensation/ absorption/ regularization of services with the first party i.e. ICMR-NCDIR, Bengaluru in any case.
29. **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).
30. **Inclusion of additional manpower in future:** Based on the requirement of the additional manpower in future, there shall be the provision of 100% increase based on the present requirement with mutual consent between Service Provider and ICMR on the same terms & conditions.
31. **OPTION CLAUSE:** The Institute reserves the right to increase or decrease the number of Manpower to be deployed up to 100 percent of bid requirement at the time of placement of contract. The Institute also reserves the right to increase the requirement by up to 100% of the contracted requirement during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
32. **Bid Security (BS)/EMD:** Bid Security is required to protect the purchaser's right against the risk of the Bidder's conduct, which would warrant the forfeiture of the Bid Security. Bid Security of a bidder will be forfeited, if the bidder withdraws or amends its bids or impairs or derogates from the bid in any respect within the period of validity of its bid or if it comes to the notice that the information/documents furnished in its bid is incorrect, false, misleading or forged without prejudice to other rights of the purchaser. The Bid Security of the successful bidder will be forfeited without prejudice to other rights of Purchaser if it fails to furnish the required performance security within the specified period.
33. The bidder shall furnish along with its bid, Bid Security for amount of **Rs.1,68,000/-**. The EMD/Bid Security shall be deposited through Bank Guarantee/Demand Draft/FDR drawn in favor of **the Director, ICMR-NCDIR, Bengaluru**. The original Earnest Money/Bid Security must be delivered to **the Director, ICMR-NCDIR Bengaluru till bid submission end date** and time, failing which the bid shall be summarily rejected. The scanned copy of original Bid Security/EMD may be uploaded along with the bid.
34. The bidders who are currently registered with MSME for the services as per Tender document specification shall be eligible for exemption from Bid Security as defined in MSME Procurement Policy issued by the department of MSME. In case the bidder falls in this category, the bidder shall upload relevant certificate of registration for the subject services issued by department of MSME.
35. The Bid Security shall be denominated in Indian Rupees. The Bid Security shall be furnished in one of the following forms:
1. Account Payee Demand Draft/Banker's cheque
  2. Fixed Deposit Receipt

3. Bank Guarantee
36. The demand draft or banker's cheque shall be drawn on any commercial bank in India, in favour of as indicated above payable at Bengaluru. In case of Bank Guarantee, the same is to be provided from any commercial bank in India or country of the bidder as per the form at specified under Format - 1.
37. The Bid Security shall be valid for a period of 13 months from the Techno — Commercial Bid opening date.
38. EMD of the unsuccessful bidders will be returned to them at the earliest on or before 30<sup>th</sup> day after award.
39. The Bid Security of successful bidder will be returned without any interest, after receipt of performance security from that bidder.
40. The bidder has to depute one regular employee of the firm as part of contract at ICMRNCDIR, Bengaluru and the deputation of one employee will be mandatory.
41. Duties and Responsibility of the person deputed at the site i.e. ICMR-NCDIR, in the capacity of Human Resource Manager:
- 1) The qualification of the HR Manager will be Graduate with five years of experience in the similar field
  - 2) Attendance checking of the total staff deployed by the agency at ICMR-NCDIR and at various sites of ICMR-NCDIR depending on the work nature.
  - 3) Leave verification of the Contractual employees by cross checking the biometric attendance system
  - 4) Collection of attendance sheets of the persons deployed at various sites of ICMR-NCDIR.
  - 5) Pay roll verification submitted by agency
  - 6) Ensuring the deduction of EPF, ESI as per the Ministry norms in the pay roll
  - 7) Ensuring the timely credit of salary before 2<sup>nd</sup> of every month in the bank account of the employees
  - 8) The HR Manager will identify the damages if any made by the employee to the Organization and will ensure the deduction of the financial implication in the salary of the contractual employee
  - 9) The HR Manger should ensure at least three days of notice period before any leave taken by the contractual employees, otherwise impose of penalties to the contractual employee will be made by the HR Manager.
  - 10) When the employee is quitting the job, the HR Manager should prepare the “No due certificate” from ICMR-NCDIR Administration
  - 11) The HR Manager will allow the employee to quite the job after obtaining “No due certificate” from the Competent Authority of ICMR-NCDIR.
  - 12) The HR Manager will ensure minimum one month notice is given by the contractual employee before quitting the job
  - 13) In case of employee’s absence without permission or notice, the HR Manager will levy the penalty for the same
  - 14) The identified bidder will ensure the present of HR Manager in all working days of ICMRNCDIR. In the absence of HR Manager, it is responsibility of bidder to replace him with a suitable qualified person in lieu of the deputed person to ICMR-NCDIR.
  - 15) The vacancy notification identified by the PIs will be intimated to the HR agency and the HR Manager will ensure the due display of advertisements of ICMR-NCDIR vacancies and filing up of vacancies within the timeline identified by the PI.
  - 16) The correspondence between PIs, Competent Authorities of ICMR-NCDIR with the bidder, will be coordinated by HR Manager deputed at ICMR-NCDIR, Bengaluru
  - 17) Identification cards to the employees appointed by the bidder will be issued to the concern employees by the HR Manager.
  - 18) The HR Manager will deploy the contractual employees to the field stations of ICMR-NCDIR all over India depending upon of the requirements raised by PIs.

- 19) The HR Manager will collect the TA/DA, Contingent bills submitted by the contractual employees to the Bills Section of ICMR-NCDIR for the payment.
- 20) On duty report of the contractual employees will be prepared by the HR Manager. OD forms will be maintained by the HR Manager.
- 21) Field duty allocation of the contractual employees will be done by the HR Manager.

#### **IV. EVALUTION OF BIDS AND AWARD CRITERIA**

##### **a) Technical Eligibility Criteria**

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 in Bengaluru (Consignee Location).
2. Self-Attested copy of CA certificate with **last three-year balance sheet, Income Tax Returns** i.e., 2021- 22, 2022-23 & 2023-24. CA certified copy of **last three-year annual turnover** should be submitted.
3. The bidder must have an **Annual Turnover of not less than of Rupees One Crore** during the last three consecutive financial years 2021-22, 2022-23 & 2023-24 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 manpower services** to Central Government/ State Government organizations/ Government of PSUs/ Undertaking/ Organizations with documentary evidence. The experience shown should be for providing continuous manpower 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 100 employees for the financial year 2023-24 on their rolls.*
6. The bidder should possess **ISO 9001:2015 or latest** updated version of the certification in providing Manpower 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** (proof to be enclosed).
8. Copy of **up-to-date remittance to ESI, EPF and GST** authorities for the financial year.
9. Copy of **PAN/TAN/GST Registration**.
10. A company, firm or agency should be registered with/ have requested **Labour License** and should be valid at least 3 months as on date of opening of bids.
11. 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: -**

**PRICE BID  
Cost Break up**

As per Order No. 1/7(1)/2024-LS-II dated 01.04.2024 issued by Ministry of Labour & Employment, GoI w.e.f. 01.04.2024 .

Sl. No.	Description	Percentage (to be read in conjunction with latest rules/acts/regulations and policies promulgated by Competent Government Authority	Per person and Per month charges (26 days) Amount (Rs.)
A	Basic Wages (BW) plus Variable Dearness Allowance (VDA)		
B	Employee State Insurance (ESI)/Medical Allowance and Workmen Compensation in areas not covered under ESI	3.25% of Basic + VDA	
C	Employee Provident Fund (EPF)	12% of Basic + VDA	
D	Employees Deposit linked Insurance (EDLI)	0.50% of Basic+VDA	
E	Administrative Charges (EPF &EDLI)	0.50% of Basic +VDA	
F	<b>Sub Total (A to E)</b>		
G	Service Charges @ 3.85%		
H	<b>Sum Total</b>		
I	GST@18%		
J	<b>Net Total</b>		

*Note:*

1. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
2. In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
3. All figures are to be rounded off to the nearest Rupee only. Any figures given in paisa will not be considered.
4. The L-1 bidder will be decided on the basis on total cost of services. No cost will be paid which is not mentioned in the price bid.

- Financial Evaluation will be done on the basis of Administrative/ Service Charges.
- The bidder shall quote service charge in percentage (%)
- The minimum Service Charges in the procurement of manpower outsourcing services (3.85% - 7%) as proposed by Department of Expenditure, Ministry of Finance vide OM No. F.6/1/2023-PPD dated 06.01.2023. **Any party quoting less than 3.85% Service Charges shall be summarily rejected.**
- The same rate of service charge quoted for all the posts covered under minimum wages category shall be applicable for the posts covered under fixed remuneration category also.

**The Firms may also note that administrative charges, if quoted at negligible or Zero or below 3.85%, shall be summarily rejected.**

- If the services of any service provider are not found satisfactory (failed to pay the wages as per schedule for contract for more than three occasions during the contract period) such services shall be awarded to next lowest bidder, if agree to match L-1 quoted administrative charges.
- Affidavit for payment of minimum wages under Minimum Wages Act as amended /notified from time to time must be resubmitted, failing which bids will be rejected.
- The firm will be obliged to pay as per minimum wages wherever applicable and make deductions of employee's contribution to various statutory contributions from this quoted price. If there is any upward/downward revision of minimum wages or statutory contributions, the firms will revise wages, and/or contribution accordingly. The firm will then inform the Institute about the same along with documentary evidence and then the quoted price will be revised as per actual change in wages and or statutory provisions. However, there will not be any revision of administrative charges during pendency of the contract.

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)

Date:

To

The Director

ICMR-National Centre for Disease Informatics and Research II  
Floor, of Nirmal Bhawan, ICMR Complex, Poojanhalli Road,  
off NH-7, adjacent to Trumpet Flyover of BIAL, Kannamangala,  
Bengaluru 562110.

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No. \_\_\_\_\_

Name of Work: Contracting of External Agency for Outsourcing of Manpower – Minimum Wages – Reg.

Dear Sir

1. 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)
2. 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.
3. The corrigendum (s) issued from time to time by your department/organizations too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum (s) in its totality/entirely.
5. I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. Department/Public Sector undertaking.
6. I/We certify that all information furnished by the 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)

**Form-2**

### UNDERTAKING FORM THE BIDDER

1. We are in compliance with the provisions of Contract Labour (R&A) Act 1970, Minimum Wages Act, 1048, the Minimum Wages Rules 1950, Provisions of EPF & ESIC Rules.

2. We have valid License as per Section 12 of Contract Labour (R&A) Act 1970, obtained from Labour Department for the contract works and the necessary registration with PF & ESIC
3. We have not been in default of payment to any labour employed/Provided by us to any other Principal Employer.
4. We have not defaulted/short paid EPFO or ESIC contributions to our employees.

Signature of the Bidder, with Office Seal

**FORM 3**

**Financial Capacity of the Applicant**

S. No.	Financial Year	Annual Revenue (Rs. in crores)
1.	FY 2021-22	
2.	FY 2022-23	
3.	FY 2023-24	
	<b>Average</b>	

Yours faithfully,

(Signature, name and designation of the authorized signatory

For and on behalf of .....

---

Note:

1. Please attach Annual Financial Statements for the FY 2021-22, 2022-23 and 2023-24, Endorsed by registered chartered accountant

**FORM 4**

**Experience Certificate of the Firm for Similar nature of Work**

S. No.	Name of work/Project & Client name	Number of outsourced contractual manpower for client	Start Date of the assignment	Completion date of the assignment (mention ongoing, if not completed)	Annualized Value of the Manpower 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 5 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:**

**Vendor Capability: Scale of Experience**

<b>S. No.</b>	<b>Name of Client</b>	<b>Number of manpower on rolls of Firm including the outsourced contractual manpower.</b>
<b>Grand Total</b>		

**\*Note: Projects which were completed prior to 5 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:**

**Experience with Public Sector/ Govt Sector Clients**

S. No.	Name of Public Sector Client	Number of outsources contractual manpower	Start Date of the assignment	Completion date of the assignment (mention ongoing, if not completed)	Documentary Evidence to authenticate the experience details (to be Attached)
1.					
2.					
3.					
4.					
5.					

**\*Note: Projects which were completed prior to 5 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:**

**Experience of Manpower supply for Research Organization**

S. No.	Name of Research Organization	Number of outsources contractual manpower	Start Date of the assignment	Completion date of the assignment (mention ongoing, if not completed)	Documentary Evidence to authenticate the experience details (to be Attached)


**\*Note: Projects which were completed prior to 5 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:**

**Geographic spread**

<b>S. No.</b>	<b>Name of Research Organization</b>	<b>Number of outsources contractual manpower</b>	<b>Start Date of the assignment</b>	<b>Completion date of the assignment (mention ongoing, if not completed)</b>	<b>Documentary Evidence to authenticate the experience details (to be Attached)</b>




\*Note: Projects which were completed prior to **5 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:**

## Particulars of the Applicant

Particulars of the Applicant	
Particulars of the Applicant	
<b>1.1</b>	<b>Title of Project: Contracting of External Agency for Outsourcing of Manpower</b>
<b>1.2</b>	State whether applying as Sole Firm: Yes/No
<b>1.3</b>	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:

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

Yes/No

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

Yes/No

(iii) 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

(iv) 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**

(To be submitted on the Letterhead of the responding SI)

{Place}

{Date}

To,

Ref: No: ..... dated

Subject: Self Declaration of not been blacklisted in response to the Tender for Security Audit of ICMR-NCDIR 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 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.

**Name of work – Contracting of External Agency for Outsourcing of Manpower**

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:

- That we are registered under GST and compliant of GST provision.
- In case of non-compliance of GST provisions and blockage of any input credit we shall be responsible to indemnify ICMR –NCDIR
- That all input credits shall be passed on to ICMR –NCDIR by the us

Dated this, the ..... day of ..... month ..... Year.

Proprietor / Managing Partner / Managing Director

Place:

Date:

**Note:**

- 1) **The bidder has to quote in percentage only. The quoted percentage (with positive number) shall be considered up to two decimal only.**
- 2) **The percentage quoted by the agency is applicable for all the payments paid by agency to the employees and statutory authority i.e. salary, 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 – NCDIR will not pay on this account hence charges shall be included in the quoted percentage.**
- 5) **The amount on account of salary, PF & ESIC, bonus, increase of wages supported with the documentary proof shall be paid to the agency.**

FORMAT FOR PERFORMANCE BANK GUARANTEE  
 (To be on Rs 100/- non-judicial stamp paper)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as selected Bidder') submitting the response to Bid inter alia for Renewal of License of Fortinet Firewall in response to the Bid dated..... issued by ICMR- National Centre for Disease Informatics and Research , Bengaluru (herein after referred to as ICMRNCDIR)and ICMR- NCDIR considering such response to the Bid of ..... [insert the name of the selected Successful Bidder](which expression shall unless repugnant to the context or meaning thereof include its executers, administrators, successors and assignees) and selecting Successful Bidder/Trader and issuing Letter of award

No... to(Insert Name of selected Successful Bidder)as per terms of Bid and the same having been accepted by the selected Successful Bidder, M/s. -----, if applicable]. As per the terms of the tender, the

\_[insert name, branch code & address of bank] hereby agrees unequivocally, irrevocably and unconditionally to pay to ICMR-NCDIR at [Insert Name of the Place from the address of ICMR NCDIR] forthwith on demand in writing from ICMR-NCDIR or any Officer authorized by it in this behalf, any amount up to and not exceeding Rupees [Total Value] only, on behalf of M/s\_\_[Insert name of the selected Successful Bidder] This guarantee shall be valid and binding on this Bank up to and including ..... and shall not be terminable by notice or any change in the constitution of the Bank or the term of contract or by any other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any extension of time or variations or alternations made, given, or agreed with or without our knowledge or consent, by or between parties to the respective agreement.

Our liability under this Guarantee is restricted to Rs. only).

Our Guarantee shall remain in force until ..... ICMR-NCDIR shall be entitled to invoke this Guarantee till. The Guarantor Bank hereby agrees and acknowledges that ICMR -NCDIR shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by ICMR-NCDIR, made in any format, raised at the above-mentioned address of the Guarantor Bank, in order to make the said payment to ICMR-NCDIR.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ----- [Insert name of the selected Successful Bidder]and/or any other person. The Guarantor Bank shall not require ICMR-NCDIR to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against ICMR-NCDIR in respect of any payment made hereunder.

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Bengaluru shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly ICMR-NCDIR shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Successful Bidder , to make any claim against or any demand on the selected Successful Bidder or to give any notice to the selected Successful Bidder or to enforce any security held by ICMR -NCDIR or to exercise, levy or enforce any distress, diligence or other process against the selected Successful Bidder

Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs.

\_\_\_\_\_ (Rs. \_\_\_\_\_ only) and it shall remain in force until.....

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if ICMR-NCDIR serves upon us a written claim or demand.

Signature \_\_\_\_\_ Name \_\_\_\_\_ Power of Attorney No.

For

\_\_\_\_\_ [Insert Name of the Bank]

Banker's Stamp and Full Address. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ Witness:

1. Signature  
Name and Address

2. Signature  
Name and Address

Note:

1. The Performance Bank Guarantee shall be executed by any of the Nationalized Bank.

### **CHECK LIST – 1 / PQ PROFORMA**

(TO BE UPLOADED BY THE BIDDER ALONG WITH TENDER APPLICATION)

Name of work: Contracting of External Agency for Outsourcing of Manpower –Minimum Wages.

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)

Name of work: Contracting of External Agency for Outsourcing of Manpower- Minimum Wages.

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:			
a)	Details of PAN card	Enclose documentary proof	Self-attested copy of PAN card uploaded YES/NO
b)	Details of GST No.	Enclose documentary proof	Self-attested copy of GST No. uploaded YES/NO
c)	Company registration certificate		
d)	Details of PF	Enclose documentary proof	Self-attested of PF copy uploaded YES/NO
e)	Details of ESIC	Enclose documentary proof	Self-attested copy of ESIC uploaded YES/NO
f)	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:		
g)	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
h)	Whether experience from private clients?	Non-Government / Non PSU organizations	Scanned TDS certificates of stipulated value of works from clients enclosed: YES/NO
4	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	
e)	Form 5	Vendor Capability: Scale of Experience	
f)	Form 6	Experience with Public Sector Clients / Govt. Sector	
h)	Form 7	Experience of manpower supply to Research Organization	
i)	Form 8	Geographic spread	
j)	Form 9	Particulars of the Applicant	
k)	Form 10	Duly notarized declaration regarding blacklisting / debarring of firms in ICMR – NCDIR	
l)	Form 11	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

**CHECKLIST -3**  
**TECHNICAL ELIGIBILITY CRITERIA COMPLIANCE SHEET**  
(To be uploaded by the Bidder along with tender application)

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 Bengaluru 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., 2021-22, 2022-23 and 2023-24. CA Certificate copy of last three years annual turnover should be submitted		
3.	The bidder must have an <b>Annual Turnover of not less than of Rupees One Crore</b> during the last three consecutive financial years 2021-22, 2022-23 & 2023-24 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 <b>at least 5 (Five) years' experience in providing manpower services</b> to Central Government/ State Government organizations/ Government of PSUs/ Undertaking/ Organizations with documentary evidence. The experience shown should be for providing continuous manpower service for at least one year for each client. Satisfactory document proof from end users must be submitted		
5.	The bidder should have <b>at least a minimum strength of 250 employees for the financial year 2023-24 on their rolls.</b>		
6.	The bidder should possess <b>ISO 9001:2015 or latest</b> updated version of the certification in providing Manpower services and the certificates should be enclosed along with the bid.		

7.	<p>a) The bidder should have <b>valid registration from the ESI, EPF and under GST.</b></p> <p>b) Details of ESI, EPF and GST registration for the last three years at Consignee Location</p>		
8.	Copy of <b>up-to-date remittance to ESI, EPF and GST</b> authorities for the financial year.		
9.	Copy of PAN/TAN/GST Registration		
10.	A company, firm or agency should be registered with/ have requested <b>Labour License</b> and should be valid at least 6 months as on date of opening of bids.		
11.	The firm <b>should not have been black-listed</b> 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.		
12.	Price Bid (Cost Breakup) as per prescribed format mentioned in bid		

Seal & Signature of the bidder Name:  
Phone Number: Mail  
ID:

**Conditions:**

- 1) Reservation as per Government of India rules shall be applicable to personnel engaged through the successful bidder. Accordingly, the bidder shall submit the documents in proof of Community status/Medical conditions as per the Government of India rules