Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2025/B/6143981
Dated/दिनांक : 03-06-2025

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	24-06-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	24-06-2025 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	180 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare
Department Name/विभाग का नाम	Department Of Health Research
Organisation Name/संगठन का नाम	Indian Council Of Medical Research (icmr)
Office Name/कार्यालय का नाम	National Institute For Research In Tribal Health
क्रेता ईमेल/Buyer Email	priyanka.g@icmr.gov.in
Item Category/मद केटेगरी	Hiring of Sanitation Service - Sweeper; 6; All Areas; All Areas; Daily; 2
Contract Period/अनुबंध अवधि	2 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	300 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	289963

ePBG Detail/ईपीबीजी विवरण

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

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

Director
National Institute for Research in Tribal Health, Department of Health Research, Indian Council of Medical Research (ICMR), Ministry of Health and Family Welfare
(Director, Icmr-nirth, Jabalpur)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be exempted from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover, shall upload the supporting documents to prove his eligibility for exemption.
3. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking exemption from Experience Criteria, shall upload the supporting documents to prove his eligibility for exemption.
4. If the bidder is a DPIIT registered Startup, the bidder shall be exempted from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking exemption from Turnover shall upload the supporting documents to prove his eligibility for exemption.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services

over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Additional Scope of Work and Size of Areas to be Serviced:1747730262.pdf

Hiring Of Sanitation Service - Sweeper; 6; All Areas; All Areas; Daily; 2 (16)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Category of Resource	Sweeper
Number Of Working Days in Week	6
Type of Area	All Areas
Area Inclusions	All Areas
Cleaning Cycle	Daily
Cleaning Frequency	2
Consumables/Equipments and cleaning agents to be provided by	Buyer
Machineries to be provider by	Buyer
Addon(s)/एडऑन	
Consumables/Equipments and cleaning agents to be provided by Service Provider	NA
Machineries to be provider by service provider	NA

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources	Additional Requirement/अतिरिक्त आवश्यकता
1	Priyanka Gupta	482003,ICMR-National Institute of Research in Tribal Health, Nagpur Road, PO-Garha Jabalpur 482003	16	• Approx Area in Sq.Ft : 105200 • Minimum Wage Per Month Per Resource (Including ESI,PF,ELDI, PF Admin Charge, and relieving charges if applicable) in INR exclusive of GST : 20372

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

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

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

4. **Generic**

   Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

5. **Generic**

   1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
   2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
   3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

6. **Purchase Preference (Centre)**

   Preference to Make In India products (For bids less than 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement

(preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

7. **Service & Support**

   AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

8. **Service & Support**

   Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

9. **Service & Support**

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

10. **Service & Support**

    The Service Provider is required to have at least 40 % of the required manpower on service provider’s payroll for at least one year. Necessary documents relating to such manpower will be uploaded by the bidder for verification of the buyer. Such manpower will be part of total manpower to be provided by the Service Provider in case he gets the contract against this bid.

11. **Certificates**

    Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

12. **Payment**

    PAYMENT OF SALARIES AND WAGES: Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

13. **Past Project Experience**

    Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

14. **Forms of EMD and PBG**

    Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

    DIRECTOR NIRTH JABALPUR
    payable at
    JABALPUR
    . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

15. **Forms of EMD and PBG**

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

DIRECTOR NIRTH JABALPUR
payable at
JABALPUR
.
Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

16. **Forms of EMD and PBG**

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

DIRECTOR ICMR-NIRTH JABALPUR
Account No.
10080130101
IFSC Code
SBIN0001445
Bank Name
STATE BANK OF INDIA
Branch address
NSCB MEDICAL COLLEGE JABALPUR
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

17. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

- Buyer Added text based ATC clauses -
- 1. **Bidder should have Registered Office in Jabalpur. (certificate of incorporation)**
- 2. Past Experience, Declaration of Blacklist on Rs. 1,000/- non judicial stamp paper (in formate attached in Buyer Added ATC), Declaration of Non-solvency, Certificate of GST, Copy of PAN and Copy of IT Returns.
- 3. Service provider is required to pay salaries/ wages to contracted staff deployed at buyer location first on their own, on or before 7th of following month and then claim payment from buyer along with all statutory documents.
- 4. **<u>General Instructions:</u>**
    1. All collection, storage, transportation and disposal of waste.
    2. All infected, chemical, Radiation, Cytotoxic Health care waste shall be segregated and should not be mix

ed with general waste. Unscientific burning shall not b e permitted, different coloured bags/containers namel y red, yellow, black, blue and puncture proof or stainl ess steel, lead containers shall be used depending on the category of waste.

2. The waste shall be carefully secured or pre-treate d for transportation to a common facility for disposal.
3. Waste shall not be transferred from one bag to an other. Bags should be tied when three fourths full and then placed in a bigger bag / container for transportin g.
4. Before final disposal/ treatment waste should be k ept in specified location and in specific liners and cont ainers.
5. The scope includes segregation, collection, and st orage, within ICMR-NIRTH, until final disposal. All statu tory rules and regulations and legal requirements are to be followed at each stage.
6. Collect garbage in specified colour coded bags fro m all dust bins and garbage bins existing inside the premises and shall dispose at the designated area wit hin the ICMR- NIRTH.
7. Waste Disposal Management :

- a) The contractor will prepare a flowchart indicating th e method of collection disposal, etc.
- b) The contractor will teach and train his staff for the c ollection /disposal . The garbage will have to be disp osed off at least twice a day.
- c) The contractor will make arrangement to collect gar bage in specified colour coded bags from all design ated area within the ICMR- NIRTH. Supervision of col lection of BMW by the outsourced agency & Ensure that all the bins are cleared daily.

8. The service provider agency shall ensure that all t he deployed manpower are COVID-19,Hapatitis -B vac cinated etc

- **5. Payment Procedure:**
- Payment would be released to the agency based on act ual manpower deployed at ICMR- NIRTH during the mon th and duly certified by concerned department of ICMR- NIRTH.

- Payment will be made **within a period of 30 days after** submission of the bill in originals and all necessary document in triplicate.
- While submitting the bill the services provider must produce a certificate certifying the following with supporting documents.

·▪ Wages of workers were credited to their bank accounts on (date). The bank advised/bank transactions for having credited the wages to the respective employee, should be furnished.

·▪ ESI Contribution relating to workers amounting to Rs. .....was deposited on (date) (copy of the challan enclosed)

·▪ EPF Contribution relating to workers amounting to Rs ..... was deposited on . (date)
(copy of the challan enclosed)

·▪ We are complying with all statutory Labour Laws including Minimum Wage Act of Central Govt.

·▪ GST remittance challan to be furnished.

- The agency shall be absolutely responsible for the payment of salary, for the housekeeping staff (Sanitation & non-sanitation) employed at ICMR- NIRTH on or before 7th of each succeeding month and then claim bill.

- Note : Manpower can be increased or decreased as per requirement of ICMR- NIRTH however the payment would be made on actual mandays of manpower deployed during the month by the contractor, duly certified by concerned department of ICMR- NIRTH.

- **6. TERMS AND CONDITIONS OF CONTRACT**

1. The successful bidder has to execute an agreement with ICMR- NIRTH to provide experienced manpower as per requirement. The agreement will be valid for a initial period of two year from the date of execution extendable for further as per GeM guideline subject to satisfactory performance of agency. The service charges/ rates quoted by the agency shall be fixed through the contract duration and no request for any change/ modification shall be entertained before expiry of the contract period. The ICMR- NIRTH has the right to extend the contract period if in the opinion of competent authority of ICMR- NIRTH that the extension is require

d till the finalization of the next tender, and it would b e responsibility of the service provider to provide satisfactory performance for the said period on the sa me terms and conditions. The agency has no right to sought for extension of time for providing, the service s being suitable for his own interest.

2. All services shall be performed by manpower qualifie d and skilled in performing such services as per the el igibility criteria indicated for each category as Annexu re — A.

3. 1.The Service Provider shall submit a valid EPF, ESI, G STN, valid contract labour license

- etc. during the period of the Service Contract.
- 4. The Service Provider is liable to disclose in case he has been banned by any of the organizations under any of th e Services rendered by the Service Provider. Failure to di sclose the same at the beginning can lead to termination of the Contract at any phase. her / their misconduct and the service provider shall forthwith acted upon on such di rection, it may be verbal over phone and such replaceme nt should be attended, immediately.
- **5.** The service provider will also ensure that the person nel deployed are medically fit and will keep in record a ce rtificate of their medical fitness. The institute reserves th e right to examine the medical fitness of deployed person if, required by the institutional medical expert for the insti tution satisfaction. The service Provider shall withdraw su ch manpower who are not found suitable by 1CMR-NIRTH for any reasons, immediately, on receipt of such informati on.

6. The Service Provider shall deploy the manpower as per requirement by ICMR- NIRTH at any time. The ma npower deployed by the service provider shall be em ployee of the service provider. It shall be the duty of t he service provider to pay their remuneration every month and see the welfare of the person deployed. T here would not be the Master and Servant relationshi

p between the service provider and ICMR- NIRTH. The manpower engaged by the service provider being the deployed person of the agency for and on whose beh alf shall be working can't claim any relief against ICM R- NIRTH. Further, the deployed person of the service provider, should not be qualified for absorption, in the event of post for which he is serving is sanctioned post declared.

7. The service provider's personnel shall not divulge or disclose any details of office, operational process, t echnical know-how, security arrangement, administra tive organizational matters to any third person, as all of that are confidential and secret in nature. In the ev ent of being found that the official secrecy has been disclosed and for the purpose of security arrangemen t and or for other purpose, it is desirable to remove th e said person, the Institute has every right to remove the said person, immediately and responsibility if any to be borne by the service provider.

- **8.** The service provider's deployed person should be po lite, cordial, positive thinking and efficient, while handling the assigned work and their actions shall prompt and pro mote goodwill and image of ICMR- NIRTH Jabalpur. The se rvice provider shall be responsible for any act of indiscipli ne action on the part of persons deployed.

- 9. The minimum age of persons deputed should be 18 years and should not attain the age of 60 years, if suit able, and they shall not interfere with the duties of th e employees of the ICMR- NIRTH.

- 10.ICMR-N1RTH shall direct the service provider to remo ve the person deployed from the site of work, who may b e either incompetent, undisciplined, negligent in his duties or for his /

- 11. The service provider has to provide Photo Identity C ards to the persons deployed, these cards are to be const antly displayed & their loss to be reported immediately to the Institution In-charge.

12. The service provider shall ensure that the person de ployed are disciplined and good conduct in office pre mises, be best suitable and is entailed on enforce in p rohibition of consumption of alcoholic drinks, paan, s moking, loitering without work and engaging in gamb ling, satta or any immoral act.

13. The transportation, food, medical and other statutory requirements in respect of each personnel o f the service provider shall be the responsibility of the service provider,

14. Working hours would be normally $8\frac{1}{2}$ hours per da y, with half an hour lunch break in between. However , in exigencies of work, the agencies manpower may be required to perform additional activities and the p ersonnel may be called on gazette holidays, if require d. Additional amount may be billed as per the rates a pproved duly certified by the officer for the same.

15. (a) That the agency shall not pay the rate of salary below the Minimum rates of wages so fixed by the Go vt. of India., Ministry of Labour and Employment, Offic e of the Regional Labour Commissioner (Central), pay able to the workers in the State of Madhya Pradesh, a s revised from time to time.

- (b) That the agency will be wholly and exclusively resp onsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations und er all related legislation (as amended) as applicable fr om time to time including payment of Wages Act 1936, Minimum Wages Act 1948, EPF & ESI Act, Emplo yer's Liability Act 1938 the Workmen Compensation A ct 1923, Industrial Disputes Act 1947, Maternity Benef it Act 1961, Payment of Bonus Act 1965 etc and the IC MR- NIRTH shall not be responsible for any liability for the said expenditure whatsoever on the persons deployed by the agency on account of obligation, The agency should provide particulars of ESI, EPF of its per s o n s deployed in the ICMR- NIRTH and produce receipted copies of challan indicating deposits of EPF & ESI to the concerned authority whenever called for by the ICMR- NIRTH. Apart from these statutory provis

ions the acts & statues mentioned in SLA of GeM **may** also be complied by the service provider agency.

16. The service provider will submit the bill in triplicate, in respect of a particular month services rendered in t he first week of the next month. The payment will be released after deduction of taxes deductible at sourc e under the laws of the land, in force.

17. Payments to the service provider would be strictly o n certification by the officer with whom he is attached that his services were satisfactory and attendance w ere as per bill prepared by the service provider.

18. No. bill will be paid to the services agency for the da ys of absence of any of their manpower.

19. The service provider will provide the required manp ower for a shorter period, in case of any exigencies; a s per the requirement of ICMR- NIRTH.

20. The service provider ensured that he shall provide a nd/ or substitute, well in advance, if there is any prob ability that the manpower not performing/ attending t he task due to his / her own personal reasons. The pa yment in respect of the overlapping period of the sub stitute shall be the responsibility of the service provid er.

21. The service provider or his authorized person shall b e available at all time. The message sent by phone / e-mail / fax/ special messenger from ICMR- NIRTH to t he service provider shall be acknowledged immediate ly, on receipt; on the same day. The service Provider shall strictly observe the instruction issued by the 1C MR-NIRTH from time to time

22. It is the responsibility of the service provider to ens ure safety of his own belongings and ICMR- NIRTH sh all not be liable for any loss, damages, theft. burglary or robbery of any personal belongings, equipment or valuable, whatsoever.

23. ICMR- NIRTH will maintain an attendance register in respect of the staff deployed by the agency, which is to be signed by the deployed person in addition to their own register for verification, on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

24. The security deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider's.

25. The security deposit will be forfeited case the supply of manpower is delayed beyond
the period stipulated by the ICMR- NIRTH or non compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the agency.

26. The service provider shall not assign, transfer pledge or sub contract for performance of services to a third party.

27. The agreement can be terminates by ICMR- NIRTH by giving one months notice in advance, the agency has to to give three months notice in writing for termination of the agreement.

28. That on the expiry of the agreement as mentioned above, the agency has to withdraw all its personnel. The agency should settle the accounts on paying all their admissible dues to the person deployed. In case of any dispute, on account of the termination of employment or non employment by the personnel of the agency, it shall be the entire responsibility of the agency.

29. In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Director ICMR- NIRTH Jabalpur, whose decision shall be binding on both the parties.

30. The Service provider agency shall deploy adequate nos. of relievers for uninterrupted services at ICMR- NIRTH for adjusting the weekly off & leave, absent from duties of deployed contract manpower.

31. ICMR- NIRTH at its sole discretion depending upon th e workload may at any point of time extend or curtail the contract or make changes in the requirement of manpower. The bidder should ensure that there is no guarantee, for minimum manpower to be deployed a nd the figure is estimated, subject to change at any p oint of time. It is made clear that in the event of reten tion of said deployed person, continuously for the wh ole contract period will not confer any right to the deployed person to be appointed or absorbed in the I nstitute of ICMR- NIRTH.

32. The personnel deployed shall have no claims whatso ever for employment in theICMR- NIRTH on the basis of this assignment, as agreed as per term of contract with agency.

33. Pro-rata amount will be deducted for the periods of a bsence of deployed personnel by the manpower agen cy, from the total amount payable to the service provi der

34. TDS deduction will be applicable as per the rate p rescribed by income tax Act 1961 & amendments an d other taxes as applicable will be deducted from eac h bill.

35. The provision of manpower shall have to be made available on requisition in time, as per the exigency o f work. Any undue delay in the matter will be consider ed as breach of contract, and it will be dealt with acc ordingly.

36. The services provider(s) have to contribute to the EPF/ESI to the concerned authorities as per the existi ng statutory regulation as amended from time to tim e. The liability for the payment of the statutory dues shall be borne by the service provider as included in t he bids, failing which this will be treated as breach of agreement leading to termination of contract. The service provider should invariably submit the stateme nts showing the deposit of EPF/ESI contribution in res

pect of each outsourced personnel deployed in the In stitute to the concerned authorities. The statements of remittances submitted by the service provider(s) al ong with their bills are to be duly authenticated by th e concerned EPF/ESI authorities on monthly basis in s upport of deposit/remittance of EPF/ESI should invaria bly be ICMR- NIRTH specific to ensure the correctness of deposit/remittance

37. **ICMR- NIRTH has created the bid for required manpower in 2 items catagories, the bidders ha ve to mandatorily quote for all the 2 items cata gories otherwise the bid may be considered as non responsive.**
38. The bidders shall mandatorily submit the duly seale d & signed undertakings (Criminal Liability Undertakin g) on Non Judicial Stamp Papers of Rs.100/-
7.

- **Annexure-A**
- List of Manpower Resources Requirement with their Educ ational Qualification, Experience **(details attached in S OW)**

- **39. 1.** Age limit for all the manpower Not more than 5 5 year and not less than 18 year.

2) The qualification mentioned above for the respecti ve catagories of manpower are tentative; however the hands on experience, practical efficiency of doi ng the work as per Institute requirement will be the essential criteria.

- The service provider has to provide administrative and management support by his own staff to get th e maximum output from the deployed manpower in the NIRTH. Teaching and training for the same has to be done by the service provider. Manpower and t he necessary material for the management of Cont ract Manpower Supply work will be the responsibilit y of service provider. The Institute will only pay the management fees or the service charges. The trans

portation, food, medical and other statutory in respect of each personal of service provider shall be the responsibility of service provider.

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18. **Buyer Added Bid Specific ATC**

    Buyer uploaded ATC document Click here to view the file.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for attached categories, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the General Terms and Conditions/सामान्य नियम और शर्तें, conditons stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---