



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2023/B/3585711 Dated/दिनांक : 19-06-2023

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-07-2023 10:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	10-07-2023 10:30:00		
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 Tuberculosis		
ltem Category/मद केटेगरी	Manpower Outsourcing Services - Fixed Remuneration - Non-IT Technical; Consultant(Health and Nutrition); Post Graduate		
Contract Period/अनुबंध अवधि	1 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		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria, Bidder Turnover, Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer		
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	लामी सक्रिय किया No		
Type of Bid/बिंड का प्रकार	Two Packet Bid		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days		

Bid Details/बिड विवरण	
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	28513

## 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).	12	

- (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 हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

## Beneficiary/लाभार्थी :

Director

National Institute For Research In Tuberculosis, Department of Health Research, Indian Council of Medical Research (ICMR), Ministry of Health and Family Welfare (The Director, Nirt)

# Splitting/विभाजन

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

# MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
-------------------------------	-----

# MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
---	-----

- 1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- 3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
- 4. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Scope of work & Job Description: 1687146425.pdf

Manpower Outsourcing Services - Fixed Remuneration - Non-IT Technical; Consultant(Health And Nutrition); Post Graduate (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values		
Core			
Type of Function	Non-IT Technical		
List of Profiles	Consultant(Health and Nutrition)		
Educational Qualification	Post Graduate		
Specialization	Science		
Post Graduation	Required		
Specialization for PG	Science		
Experience	3 to 7 Years		
State	NA		
District	NA		
Zipcode	NA		
Addon(s)/एडऑन			
Additional Details/अतिरिक्त विवरण			

Specification	Values	
Designation	Project Consultant Biotechnologist	

# Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

# Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Number of Resources to be hired	Additional Requirement/अतिरिक्त आवश्यकता
1	Latha R	600031,ICMR - National Institute for Research in Tuberculosis, NO 1 MAYOR SATHYAMOORTHY ROAD, CHETPET, CHENNAI	1	Basic monthly pay (INR) exclusive of GST: 65000 Bonus (INR Monthly): 0 EDLI (INR Monthly): 0 EPF Admin Charges (INR Monthly): 0 ESI (INR Monthly): 0 Optional Allowances 1 (INR Monthly): 0 Optional Allowances 2 (INR Monthly): 0 Optional Allowances 3 (INR Monthly): 0 Provident Fund (INR Monthly): 0 Tenure/ Duration of Employment (In Months): 12

# 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

- 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.

## 5. 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.

## 6. 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.

#### 7. 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.

## 8. 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

The Director, NIRT payable at Chennai

. 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.

## 9. Service & Support

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

## 10. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment Click here to view the file.

## 11. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. The office of the service provider must be located in consignee location (Ta mil Nadu) and documentary proof in this regard must be submitted for at least 6 months prior to the date of floating of the bid and copy of the same should be

enclosed in the GeM portal.

- 2. The Service Provider should submit Registration/ incorporation certificate issued by Registrar under Companies Act.
- 3. The Service provider must submit statutory certificates of registration for EPF, ESIC and GST in GeM Technical specification documents.
- 4. The Bidders offer is liable to be rejected if they don't upload any of ce rtificates / documents sought in the bid document, ATC and Corrigendum, if any
- 5. Service Provider should verify all the credentials of the candidates be fore sending for interview/selection.
- 6. The Candidates should submit self-attested copies of all credentials in support of educational qualifications, age, Aadhar Card and affix a colour passport size photograph along with Curriculum Vitae while reporting at t he Institute. **Original Certificates of all these credentials should als o be carried with for verification.**
- 7. The Candidates must fulfill the essential qualification. Mere fulfilling the essential qualification does not guarantee the selection.
- 8. The candidate should submit a medical certificate at the time o f joining, in the enclosed prescribed format (copy enclosed). If he/she fails to submit the same or found unfit in the medical examination, this of fer to engage him/her on the aforesaid project position shall stands cance lled automatically.
- 9. Previous work experience certificate should clearly state the nature of work during the period of employment.
- 10. Candidate must know regional language of the place of posting.
- 11. The engagement is purely on contract basis and the Director of the In stitute reserves the right to dispense with the services of the candidate at any time without assigning any reason.
- 12. Duration of engagement will be initially for a period of Six months.
- 13. All posts are contractual for the duration offered. The engagement m ay be renewed after every specific period of time subject to satisfactory p erformance of the candidate and project requirement.
- 14. The engagement will get automatically cease on the end date of engagement.
- 15. The engagement can be terminated during the tenure at any time by giving one month notice on either side. It can be terminated forthwith by the office or before expiry of the notice period by making payment of a su m equivalent to one month project position remuneration. However, the c andidate will not be permitted to surrender one month remuneration in lieu of the period of notice of unexpired portion thereof and he/she will be

required to serve the full period of notice. (Note- The mandate of one mo nth notice from either side, as stated herein, will not be applicable in case the project is decided to be closed by the competent authority within a p eriod of less than 30 days/one month). Service Provider should provide su itable candidate immediately after the expiry of notice period.

- 16. Condonation of one month notice period can be considered by the Dir ector on the recommendation of the Principal Investigator on the basis of Permanent Job/Higher Studies/Health Issues with proper justification from the candidate. In case of any contract staff leaving the project position in between the contract period, service provider should provide suitable can didate within a time period of 10 days.
- 17. He/She will be normally posted at the study site; however, he/she may be temporarily posted to other study site in the interest of project work.
- 18. Leave Provision: CCS (Leave) Rules shall not be applicable to project positions.
  - Paid leave of absence may be allowed at the rate of 1.5 days for ea ch completed month of engagement, or as prescribed by the Comp etent Authority from time to time. No other kind of leave shall be ad missible.
  - Leave shall not be carried forward beyond one Year contract. Accumulation of leave beyond a calendar year shall not be allowed.
  - Maternity leave of 180 days, for female project staff.
  - In the event of leave without prior permission of PI/Guide/ Head of i nstitute and/ or any willful unauthorized absence, the engagement s hall be ceased automatically and the concerned person holding project position will not be permitted to resume duty, without prior per mission of Head of the host institute.
  - 19. On termination of the contract, they shall not be entitled to any terminal benefits including encashment of un-availed portion of leave.
  - 20. No deduction towards ESI, EPF should be made from the salary of the candidate. Candidates should be paid full consolidated salary as mention ed in the advertisement.
  - 21. GST/service charges will be paid separately to the service provider.
  - 22. In order to claim the bill, upon receipt of leave report from the office, the service provider is requested to pay salaries of contractual staff initially on their own & then claim the payment from the office along with the supporting documents like Pay slip & bank statements of payment done to the staff.
  - 23. TA/DA in connection with official travel will be paid to the candidates in accordance with their Stipend/Emoluments, directly from the institute,

which will not be at par with the regular/permanent employees.

- 24. The candidate will not be provided medical facility under CGHS / CS (MA) Rules as admissible to regular employees.
- 25. No service/experience certificates will be issued by the institute to the candidates. Only testimonial can be given by the Principal Investigator.
- 26. Service Provider will be responsible for any administrative issues of the candidate and not the institute.
- 27. The incumbents selected will have no claim for regular appointments under NIRT/ICMR or continuation of his/her services in any other project.
- 28. The selection of suitable candidates should be done through a committee formed by the service provider.
- 29. An expert member from NIRT should be included in the selection committee formed by the service provider.

# 12. 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process.
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in

the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditions stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते 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---