

दिनांक /Dated: 28-08-2025





## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details		
बिड बंद होने की तारीख/समय /Bid End Date/Time	18-09-2025 13:00:00	
बिड खुलने की तारीख/समय /Bid Opening Date/Time	18-09-2025 13:30:00	
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)	
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Health And Family Welfare	
विभाग का नाम/Department Name	Department Of Health Research	
संगठन का नाम/Organisation Name	Indian Council Of Medical Research (icmr)	
कार्यालय का नाम/Office Name	Icmr National Institute Of Nutrition	
वस्तु श्रेणी /Item Category	Manpower Outsourcing Services - Minimum wage - Unskilled; High School; Others , Manpower Outsourcing Services - Minimum wage - Semi-skilled; Secondary School; Others , Manpower Outsourcing Services - Minimum wage - Skilled; Secondary School; Others , Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Secondary School; Others , Manpower Outsourcing Services - Minimum wage - Highly-Skilled; Secondary School; Healthcare	
अनुबंध अविध /Contract Period	1 Year(s) 5 Day(s)	
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	450 Lakh (s)	
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)	
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes	
टर्नओवर के लिए एमएसई को छूट प्राप्त है / MSE Exemption for Turnover	Yes   Partial   Turn over value - 450 (in lakhs)	
टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है / Startup Exemption for Turnover	Yes   Partial   Turn over value - 450 (in lakhs)	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	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	

बिड विवरण/Bid Details		
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)	
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension		
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7	
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No	
बिड का प्रकार/Type of Bid	Single Packet Bid	
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days	
अनुमानित बिड मूल्य /Estimated Bid Value	44512529.87	
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation	
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes	
मध्यस्थता खंड/Arbitration Clause	No	
सुलह खंड/Mediation Clause	No	

## ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

## ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	14

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

#### लाभार्थी /Beneficiary :

Director

ICMR-National Institute of Nutrition, Department of Health Research, Ministry of Health and Family Welfare, Tarnaka, Jamai Osmania PO, Hyderabad-500007 (The Director, Icmr-nin)

#### विभाजन/Splitting

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

#### एमआईआई अन्पालन/MII Compliance

#### एमएसई खरीद वरीयता/MSE Purchase Preference

upload the supporting documents to prove his eligibility for exemption.

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

- 1. 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.

  2. 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
- 3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
- 4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid 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.
- 5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band 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 online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents. 6. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and

based on competitive prices received in Bid / RA process.

- 7. Past Experience of Similar Services: The bidder must have successfully executed/completed 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.

#### अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of work & Job description: 1756356090.pdf

Buyer to upload undertaking that Minimum Wages indicated by him during Bid Creation are as per applicable Minimum Wages  $Act: \frac{1756356119.pdf}{}$ 

#### Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue	
11-09-2025 11:00:00	Meeting will be conducted through Video Conference (VC-Online) only. Interested bidders may join the meeting through the following link:  Topic: Pre-Bid Meeting (GeM Tender) Time: Sep 11, 2025 11:00 AM India Join Zoom Meeting: https://us02web.zoom.us/j/84656483533? pwd=ARCvvsWSYbkepNIpjuVaA0rnOudFe4.1  (Or)  Meeting ID: 846 5648 3533 Passcode: 940138  The bidders who are interested to participate in the pre-bid meeting are requested to send an e-mail request for the same with their details at "personnel.nin@gmail.com" along with their queries, if any, on or before 08-	
	09-2025, 10.00 AM.	

# Manpower Outsourcing Services - Minimum Wage - Unskilled; High School; Others ( 61

विवरण/ Specification	मूल्य/ Values	
कोर / Core		
Skill Category	Unskilled	
Educational Qualification	High School	
Type of Function	Others	
List of Profiles	Sweeper	
Specialization	Not Required	
Post Graduation	Not Required	

विवरण/ Specification	मूल्य/ Values	
Specialization for PG	Not Applicable	
Experience	0 to 3 Years	
State	NA	
Zipcode	NA	
District	NA	
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes	
Name of states/ UT for geographical presence is required	Telangana	
एडऑन /Addon(s)		

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Mohammed Ilyas	500007,Tarnaka	61	<ul> <li>Minimum daily wage (INR) exclusive of GST: 805</li> <li>Bonus (INR per day): 67.06</li> <li>EDLI (INR per day): 2.88</li> <li>EPF Admin Charge (INR per day): 2.88</li> <li>Optional Allowances 1 (INR per day): 0</li> <li>Optional Allowances 2 (INR per day): 0</li> <li>Optional Allowances 3 (INR per day): 0</li> <li>Optional Allowances 3 (INR per day): 0</li> <li>Estimated Number of Overtime Hours per Resource per Month: 0</li> <li>Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST): 0</li> <li>ESI (INR per day): 26.16</li> <li>Provident Fund (INR per day): 69.23</li> <li>Number of working days in a month: 26</li> <li>Tenure/ Duration of Employment (in months): 12</li> </ul>

# Manpower Outsourcing Services - Minimum Wage - Semi-skilled; Secondary School; Others ( 30 )

	विवरण/ Specification	मूल्य/ Values
कोर / Core		
Skill Category		Semi-skilled

विवरण/ Specification	मूल्य/ Values
Educational Qualification	Secondary School
Type of Function	Others
List of Profiles	Attendant
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	0 to 3 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Telangana
एडऑन /Addon(s)	

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Mohammed Ilyas	500007,Tarnaka	30	<ul> <li>Minimum daily wage (INR) exclusive of GST: 893</li> <li>Bonus (INR per day): 0</li> <li>EDLI (INR per day): 2.88</li> <li>EPF Admin Charge (INR per day): 0</li> <li>Optional Allowances 1 (INR per day): 0</li> <li>Optional Allowances 2 (INR per day): 0</li> <li>Optional Allowances 3 (INR per day): 0</li> <li>Estimated Number of Overtime Hours per Resource per Month: 0</li> <li>Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST): 0</li> <li>ESI (INR per day): 0</li> <li>Provident Fund (INR per day): 0</li> <li>Provident Fund (INR per day): 69.23</li> <li>Number of working days in a month: 26</li> <li>Tenure/ Duration of Employment (in months): 12</li> </ul>

# Manpower Outsourcing Services - Minimum Wage - Skilled; Secondary School; Others ( 25 )

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Skilled

विवरण/ Specification	मूल्य/ Values
Educational Qualification	Secondary School
Type of Function	Others
List of Profiles	Driver - LMV
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Telangana
एडऑन /Addon(s)	

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Mohammed Ilyas	500007,Tarnaka	25	<ul> <li>Minimum daily wage (INR) exclusive of GST: 981</li> <li>Bonus (INR per day): 0</li> <li>EDLI (INR per day): 2.88</li> <li>EPF Admin Charge (INR per day): 2.88</li> <li>Optional Allowances 1 (INR per day): 0</li> <li>Optional Allowances 2 (INR per day): 0</li> <li>Optional Allowances 3 (INR per day): 0</li> <li>Optional Allowances 3 (INR per day): 0</li> <li>Estimated Number of Overtime Hours per Resource per Month: 0</li> <li>Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST): 0</li> <li>ESI (INR per day): 0</li> <li>Provident Fund (INR per day): 69.23</li> <li>Number of working days in a month: 26</li> <li>Tenure/ Duration of Employment (in months): 12</li> </ul>

# $\label{lem:manpower} \textbf{Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; Secondary School;} \\ \textbf{Others ( 1 )}$

	विवरण/ Specification	मूल्य/ Values
कोर / Core		
Skill Category		Highly-Skilled

विवरण/ Specification	मूल्य/ Values
Educational Qualification	Secondary School
Type of Function	Others
List of Profiles	Driver - HMV
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Telangana
एडऑन /Addon(s)	

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Mohammed Ilyas	500007,Tarnaka	1	<ul> <li>Minimum daily wage (INR) exclusive of GST: 1065</li> <li>Bonus (INR per day): 0</li> <li>EDLI (INR per day): 2.88</li> <li>EPF Admin Charge (INR per day): 2.88</li> <li>Optional Allowances 1 (INR per day): 0</li> <li>Optional Allowances 2 (INR per day): 0</li> <li>Optional Allowances 3 (INR per day): 0</li> <li>Optional Allowances 3 (INR per day): 0</li> <li>Estimated Number of Overtime Hours per Resource per Month: 0</li> <li>Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST): 0</li> <li>ESI (INR per day): 0</li> <li>Provident Fund (INR per day): 0</li> <li>Provident Fund (INR per day): 69.23</li> <li>Number of working days in a month: 26</li> <li>Tenure/ Duration of Employment (in months): 12</li> </ul>

# Manpower Outsourcing Services - Minimum Wage - Highly-Skilled; Secondary School; Healthcare ( ${f 1}$ )

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Skill Category	Highly-Skilled
Educational Qualification	Secondary School

विवरण/ Specification	मूल्य/ Values
Type of Function	Healthcare
List of Profiles	Artist/ Photographer
Specialization	Not Required
Post Graduation	Not Required
Specialization for PG	Not Applicable
Experience	3 to 7 Years
State	NA
Zipcode	NA
District	NA
Is the Geographical presence of the Service Provider's office required in the consignee's State	Yes
Name of states/ UT for geographical presence is required	Telangana
एडऑन /Addon(s)	

क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
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क्र.सं./S.N o.	परेषिती / रिपोर्टिंग अधिकारी / Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Number of Resources to be hired	अतिरिक्त आवश्यकता /Additional Requirement
1	Mohammed Ilyas	500007,Tarnaka	1	<ul> <li>Minimum daily wage (INR) exclusive of GST: 1065</li> <li>Bonus (INR per day): 0</li> <li>EDLI (INR per day): 2.88</li> <li>EPF Admin Charge (INR per day): 2.88</li> <li>Optional Allowances 1 (INR per day): 0</li> <li>Optional Allowances 2 (INR per day): 0</li> <li>Optional Allowances 3 (INR per day): 0</li> <li>Optional Allowances 3 (INR per day): 0</li> <li>Estimated Number of Overtime Hours per Resource per Month: 0</li> <li>Remuneration per resource per hour for Overtime Hours (Including all applicable allowance etc &amp; excluding GST): 0</li> <li>ESI (INR per day): 0</li> <li>Provident Fund (INR per day): 0</li> <li>Provident Fund (INR per day): 69.23</li> <li>Number of working days in a month: 26</li> <li>Tenure/ Duration of Employment (in months): 12</li> </ul>

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

## 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

## **BUYER ADDED ADDITIONAL TERMS AND CONDITIONS**

## 1. <u>Mandatory Certificates/documents to be uploaded:</u>

Bidders are liable to be rejected if they don't upload any of the certificate / documents

re

quired as mentioned below:

- i. The Office of the service provider must be located in **Hyderabad, Telangana State**. (documentary evidence is mandatory and only below mentioned documents accepted for address proof)
  - a. Valid rental agreement/lease agreement copy with last two years rental/lease payment proof/ Bank statement.
  - b. If the bidder owns the property: Last two years property tax receipts, electricity bills or water supply bills.
- ii. Manpower supplier firm should be registered/ licensed manpower supplier firm with Labour Department of **Telangana State Government** for the supply of Highly skilled, skilled, semi-skilled and unskilled manpower.
- iii. Certificate of registration under shop and Establishment Act issued by the Competent Authority, should be submitted as documentary evidence in support of the geographical presence of bidder in Hyderabad, Telangana State.
- iv. The agency should also be registered with appropriate authorities under **Employees Provident Fund** and **Employees State Insurance Acts**. (Documentary proof)
- v. The bidder must have a valid GST registration in the state of Telangana: GSTIN (Goods and Services Tax Identification Number).
- vi. <u>For Minimum Average Annual Turnover</u> of the bidder (for 3 years): Documentary evidence in the form of certificate Audited Balance Sheets of relevant periods or a certificat e from the Chartered Accountant/ Cost Accountant indicating the turnover details for the rel evant period.
- vii. Bidders must in writing provide **Acceptance of the Additional Terms and condition s (ATC) documents**.
- viii. Profit and loss statement for last five years certified by CA.
  - ix. Bidder to note that there shall be no requirement of paying EMD against this tender. However, all bidders shall be required to mandatorily submit the Bid Security declaration in lieu of EMD as per the format attached. (Annexure D) of Buyer Uploaded ATC document.

### 2. Payment Terms:-

- i. Contractor should pay wages to their personnel by 7<sup>th</sup> of every month by means of direct payment to the beneficiary (worker's) account through RTGS/NEFT/ECS mode and a statement thereof showing the details Name, Account No., Bank name, IFSC number, Amount, UTR number etc. should be submitted along with their invoice for payment. The contract or should ensure that there is no scope for any grievance from the personnel on delayed payment of wages.
- ii. No Part payment and pro-rata based payment shall be paid to the contractor. Payment will be made on monthly basis.
- iii. The contractor should pay to their personnel minimum wages from time to time includin g VDA as notified by the Office of the Chief Labour Commissioner(C), New Delhi, Governme nt of India. Any breach of minimum wage condition will be liable for termination of the cont ract and same would be dealt accordingly.
- iv. The cost of services quoted by the Service Provider shall cover all aspects of service delivery and include all the components of wages and taxes, as applicable.
- v. Payment shall be made once the services are delivered, and the Service Provider submit s the invoice for the same. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice, attendance and service feedb ack.
- vi. The Service Provider shall submit proof for all his claims, at the desired format of the Bu yer. Non-submission of the same may lead to delay/deduction in payment. All the penalties

/ fine /interest (if applicable) shall be settled before making the payments. Service provider shall not have any objection on the same

- vii. The bidder should supply and install at least 4- Biometric attendance system/devices in ICMR-NIN at its own cost to record the attendance of the manpower provided.
- viii. Services of the bidder shall be reviewed after a period of 01 year of the contract. Servic e will be continued for the next 01 year of the contract only in case of satisfactory perform ance of the bidder.
- ix. The contractor is liable for payment of all applicable taxes, etc.
- x. Any damages/losses/theft caused by deployed human resource shall be borne by the Se rvice Provider. The Buyer Department shall not be responsible for any financial loss or any i njury to any person deployed by the Service Provider in the course of their performing the f unctions/duties, or for payment towards any compensation.
- xi. The Service Provider shall furnish statement of amount paid for the month to the human resource deployed along with proof of the payment made.
- xii. The Service Provider shall furnish copy of bank statement in support of amount paid as and when required by Buyer.
- **3. Office Timings: -** General working hours will be Monday to Friday, 09:00 AM to 05:30 PM including 30 minutes lunch break time. This may be changed as per the requirement of the I CMR-NIN.

#### 4. Service Charges for the manpower supply: -

The minimum service charges in the procurement of manpower outsourcing services (3.85%). 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 C harges shall be summarily rejected.

#### 5. Other Conditions:-

- i. **The Director, ICMR-NIN**, Hyderabad reserves the right for termination of the contract with one month notice during its tenure, in case the services are found to be unsatisfactory and breach of any terms and conditions of the contract. In case, the contractor desires to t erminate the contract during its period of pendency, he shall have to give a notice of at lea st three months to the Buyer.
- ii. Before undertaking the contract, the bidder should furnish the details of manpower to be employed by them with the proof of Id (Aadhaar Card).
- iii. Character and antecedents of engaged staff must be verified by the bidder agency from the concerned police station / authorities and proof thereof should be submitted immediate ly to ICMR-Nin, Hyderabad.
- iv. Medical fitness test certificate is required for all personnel from Authorized medical practitioners.
  - v. Working personnel under the contract will not be entitled for any medical facility from d epartment except the first aid which is provided only during working hours.
- vi. No vender can claim service charges beyond the rate at which, GeM contract order was placed.
- vii. The Service Provider shall nominate a coordinator/Single Point of Contact (SPOC) who s hall be responsible for regular interaction with the Buyer Department, so that optimal services of the persons deployed could be availed, without any disruption.
- viii. Unpunctuality to duty and unauthorized absence of manpower will be viewed seriously.
  - ix. The Bidder shall issue identity cards to its employees in consultation with Maintenance Officer of ICMR-NIN. Staff engaged by the firm should wear the IC cards, which can be checked randomly, and non-adherence will invite a penalty. EPF & ESI registration of newly provided/enrolled manpower should be done with in 1 month of deployment.

- x. All selected human resource shall wear Identity Card provided by the Service Provider e very day during working hours.
- xi. No deployed human resource shall be allowed to stay in the Buyer's premise/designated premise unnecessarily after working hours, without Buyer's written permission.
- xii. The Bidder will be required to remove or replace any of its personnel whose duty has no t been found satisfactory or whose presence in the Office premises is considered undesirab le by the authorities.
- xiii. The requirement of the human resource may increase or decrease during the period of i nitial contract also. In case of decrease in the requirement, the same will be informed to the Service Provider and additional human resource shall be withdrawn at the given time. If the requirement is increased, the Service Provider shall provide additional human resource on the same terms and conditions, in a reasonable time i.e. within a week's time.
- xiv. Conditional bids shall not be considered and will be out rightly rejected at the very first i nstance.
- xv. The Buyer reserves the right to modify terms and conditions mentioned above to ensur e smooth operations, with concurrence of the vendor.
- xvi. False declaration will be in breach of Code of Integrity under Rule 175(1)(i)(h) of the Gen eral Financial Rules for which a bidder or its successors can be debarred for up to two year s as per Rule 151 (iii) of the General Financial Rules along with such other actions as may b e permissible under law.
- xvii. The venue of the dispute settlement, if any, shall be Hyderabad, Telangana State.
- xviii. The service provider shall deploy the human resource specified in the schedule of quant ities.
  - xix. If any authority imposes any financial penalty /award because of deficiency by the firm/ manpower provided by the firm to buyer with directions to buyer to deposit /pay the same, such money shall deemed to be payable by the Service Provider to the "Buyer". The Buyer 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 & Ab olition ) Act-1970 (Act No.-37 of 1970) as amended from time to time.
  - xx. The Bidder shall not engage personnel under the age of 18 years.
- xxi. Any liability arising out of any litigation (including those in consumer courts) due to any act of the Bidder's personnel shall be directly borne by the Bidder including all compensatio n/damage/expenses/fines. The concerned Bidder / personnel shall attend the court as and when required.
- xxii. If as a result of 'post payment audit' any overpayment is detected in respect of any wor k done by the agency or alleged to have been done by the agency under the tender, it shall be recovered by the Office from the Bidder.
- xxiii. The Bidder shall not engage any sub-Bidder or transfer the contract to any other Bidder.
- xxiv. The Bidder must maintain all the appropriate records at his own cost as required by vari ous departments. In case of any violation of any statutory provisions under any applicable I aw related to the work, the liability of the same shall devolve on the Bidder and not on ICM R-NIN.
- xxv. Bids will be summarily rejected if the rendered services in the past do not comply with s tatutory provisions, viz., EPF, ESI, payment of taxes and salary to the engaged staff, and the payments not made in a specific time.
- xxvi. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, tobacco products, smoking, pitt ing, 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.

- xxvii. The contractor shall ensure that they deploy only qualified personnel at site as per requirement of ICMR-NIN, Hyderabad. The contractor must provide uniform, ID card, ESI card/ Badge at their own cost.
- xxviii. The manpower deployed by the contractor as mentioned in the bid document to be mai ntained and if there is any difference in manpower , the deduction towards ESI and EPF to be furnished along with the invoices.
- xxix. For all intents and purposes, the Service Provider shall be the "Employer" within the me aning of different Rules & Acts in respect of human resource so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Buyer Department.
  - xxx. Manpower is to be deployed at ICMR-NIN, in Hyderabad or any other site as per the requirement of ICMR-NIN.
- xxxi. Any Addendum/Corrigendum/Bid End Date Extension in respect of the tender shall be iss ued on GeM portal and ICMR-NIN website only.
- xxxii. The bidder should submit only one bid in the tender process. Bidder submitting more tha n one bid i.e. 02 bidders having controlling partners in common will result in the disqualific ation of all the concerned bids.
- xxxiii. The agency should not have been declared on court receivership/liquidation / blackliste d/banned/ debarred by any Central/State. Govt Organisation /PSU. An affidavit on Rs. 100/non judicial stamp paper (as per Annexure B of the Buyer Uploaded ATC document) notariz ed after the date of tender publication shall be furnished by the applicant. In case a bidder i s put on holiday/Black listed after opening of technical bid, then bid of such bidders will be ignored & will not be further evaluated. The bidder will not be considered for issue of order even if the party is the lowest (L1) in such situation next lowest shall be considered as L1.

**Document Upload Guidelines Clause:-** Bidders are strictly advised not to upload duplicate or repetitive documents in the bid submission. Each document should be uploaded only once under the appropriate cat egory. All uploaded files must be optimized for size without compromising legibility or content integrity. The maximum individual file size must comply with GeM portal limits.

**ANNEXURE-A** 

#### **UNDERTAKING BY THE BIDDER(S)**

I/ We confirm that M/S. ..... has quoted the rates in the tender considering inter-alia the:

- 1. Tender Document (s)
- 2. Corrigendum (if any)

I/ We have fully read and thoroughly understood the tender requirements and accept all the Terms and Co nditions of the tender including corrigendum/ addendum issued, if any. Our offer is in confirmation to all the Terms and Conditions of the tender including corrigendum/ addendum, if any. In the event our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of the Contract Agreement.

- 1. We are in compliance with the provisions of Contract Labour (R&A) Act 1970, Minimum Wages Act, 19 48, the Minimum Wages Rules 1950, Provisions of EPF & ESIC Rules etc.
- 2. We have valid License as per Section 12 of Contract Labour (R& A) Act 1970, obtained from Labour D epartment 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 Princip al Employer.
- 4. We have not defaulted /shot paid EPF or ESIC contributions to our employees.

Date:	
Place:	
Seal & Signat	ture of Bidder
	ANNEXURE-E
PROFO	ANNEXORE-L
	on Rs. 100/- non judicial stamp paper notarized after the date of tender publication shall be fu
	rnished by the applicant)
Tender No.:	
Bidder's Name	e:
I/ We hereby	declare that that:
	is not undergoing insolvency resolution process or liquidation or bankruptcy or cour proceeding as on date.
	is not stand declared blacklisted/ banned/ debarred by any Central / State Govt. Org U in its tender processes.
my/ our bid. If	nderstood that if this declaration is found to be false, ICMR-NIN shall have the right to reject f the bid has resulted in a contract, the contract will be liable for termination without prejudic r right or remedy (including blacklisting or holiday listing) available to ICMR-NIN.
Date:	
Place:	
	Seal & Signature of Bidde
	ANNEXURE-C
	BIDDER(S) PROFILE
1. Bidder(s) O	rganization Name:
	ear of Registration :
	ddress where the organization has been registered:
	roprietor/ Partners/ Directors Name:
Address:	
Telephone/ M	Mobile Number:
Email Addres	os:
5. Bidder(s	) Authorized Representative/s Information who will co-ordinate with ICMR-NIN in case contractled
a. I	Name:
b. A	Address:
c. ¬	Telephone/ Mobile Number:
d. E	Email Address:

6. Status of the firm (Proprietorship/ Partnership/ Private Limited Company/ Co-operative Society) :
7. GSTIN number :
8. PAN No. :
Date:
Place:
Seal & Signature of Bidder
ANNEXURE-D
FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EARNEST MONEY DEPOSIT
I/ We, the authorized signatory of M/S, participating in the ICMR-NIN Tender No, for the Manpower Outsourcing Service, do hereby declare that in the event:
I / We withdraw / modify our bid during the period of bid validity
OR
I/ We commit any other breach of tender conditions/ contract which would have otherwise attracted forfeit ure of EMD
OR
I/ We fail to/ refuse to initiate the execution of the awarded Contract as per the terms of the Contract OR
I/We fail to submit the Performance Guarantee before the dead line defined then I/ we could be suspended from being eligible for bidding/ award of all future tender(s) for a period of 02 years.
Date:
Place:
Seal & Signature of Bidder
ANNEXURE-E
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)
- Date:
То,
The Director
ICMR-National Institute of Nutrition,
Jamai Osmania P.O., Near Tarnaka Metro Station,
Tarnaka , Hyderabad -500007.
Sub: Acceptance of Terms & Conditions of Tender.
Tender Reference No:
Name of Tender / Work:

Dear Sir/Madam.

- 1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'service' from the w eb site(s) namely: https://gem.gov.in, https://www.nin.res.in .
- 2. I / We hereby certify that I / we have read all the terms and conditions of the tender documents from Pa ge No. \_\_\_\_\_ to \_\_\_\_ (including annexure(s), schedule(s), etc.,), which form part of the tender document /contract agreement and I / we shall abide hereby by the terms & conditions / clauses contained t herein.
- 3. The corrigendum(s) if any issued from time to time by your department/ organization too have also bee n 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 / entirety.
- 5. I / We certify that all information furnished by our Firm is true & correct and in the event that the inform ation is found to be incorrect/untrue or found violated, then your department/ organization shall without gi ving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudic e to any other rights.

Yours Faithfully,

### (Signature of the Bidder, with Official Seal)

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#### 2. 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.

#### 3. 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.

#### 4. 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.

#### 5. Service & Support

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

6. Experience Certificate for the supply of the same to any Govt/ PSU/ any renowned private organisation along with Supply/ Purchase Order.

#### 7. Service & Support

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

8. If the agency is registered under MSME or NSIC, then EMD exemption certificate needs to be enclosed.

#### 9. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 50 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 50 percent. Bidders are bound to accept the revised quantity or duration.

#### 10. 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.

## 11. 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.

#### 12. 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, ICMR-NIN payable at Hyderabad

. 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.

#### 13. 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.

## अस्वीकरण/Disclaimer

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

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।/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, 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.

---धन्यवाद/Thank You---