

ICMR-NATIONAL AIDS RESEARCH INSTITUTE

(Indian Council of Medical Research – Ministry of Health & Family Welfare – Government of India)



Plot No.73, 'G' Block, M.I.D.C., Bhosari, PUNE – 411 026.

Telephone No. : +91-20-27331200

E-mail-ID : establishment.nari@gmail.com

Website : <https://www.nari-icmr.res.in/>

Bid Document No.: GEM/2022/B/2744209

Date: 24.11.2022

BID DOCUMENT

(Scope of work and Special Conditions of Contract)

FOR SELECTION OF AGENCY FOR OUTSOURCING MANPOWER OF DRIVER ON CONTRACT BASIS AT ICMR-NATIONAL AIDS RESEARCH INSTITUTE, PUNE AND ITS CLINICS, PUNE

TABLE OF CONTENT

Page Number

SECTION-I	: Instructions to Bidders	3-7
SECTION-II	: Special Conditions of Contract (SCC) and Scope of Work	8-12
Annexure 1	: Technical Bid Form / Checklist	13
Annexure 1A:	Bidder Information Form	14
Annexure 2	: Bid Submission Form	15
Annexure 3	: Declaration (on bidder's letter head)	16
Annexure 4	: Affidavit (in Non-Judicial stamp paper of Rs.100/-) stating that the agency has not been blacklisted by Central / State Government / PSU.	17
Annexure 5	: Undertaking about fraud and corrupt practices (on bidder's letter head)	18
Annexure 6	: Format of Bid Security declaration from bidders in Lieu of EMD (on bidder's letter head)	19
Annexure 7	: Details of works / contract of similar type (Driver Services)	20

SECTION-I

INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS:

- 1.1 ICMR-NARI, Pune, hereinafter referred to as the 'Principal Employer' invites bids UNDER TWO BID SYSTEM (TECHNICAL AND FINANCIAL) THROUGH Government e-Marketplace (GeM) from reputed firms dealing with Ministries / Govt. departments for outsourcing manpower of driver on contract basis at ICMR-NARI, Pune and its clinics.
- 1.2 While all efforts have been made to avoid errors in the drafting of the bid document, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the bid documents shall be entertained.
- 1.3 The Bidder should download the Bid document (Scope of Work and Special condition of Contract) through GeM Portal and upload it again at the time of submission of the bid with signature and stamp is in token of the Bidder having acquainted himself/themselves and accepted the entire Bid document (Scope of Work and Special condition of Contract) including various conditions of contract.
- 1.4 The bidder shall attach the copy of the authorization letter as proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids, not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the bid documents are liable to be rejected.
- 1.6 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the ICMR-NARI, Pune referred to as the 'Principal Employer'.
- 1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered/speed post with acknowledgement to ICMR-NARI, Pune. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.8 The requirements of number of manpower as mentioned in the bid document is tentative and may increase or decrease at the sole discretion of the competent authority of the Principal Employer. Accordingly, the contract cost is also liable to increase or decrease.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company / a Private Limited Company registered under the Companies Act, 2013 or a Limited Liability Partnership (LLP) under the Limited Liability Partnership Act, 2008. A proof for supporting the legal validity of the Bidder shall be submitted.
- b. **Registration:** The Bidder should be registered with the Income Tax, Goods and Service Tax and also registered under the labour laws, Employees Provident Fund Organisation, Employees State Insurance Corporation, Labour Welfare Board and Professional Tax, MSME/Udyam, Start-up India, Shop and Establishments valid licenses and other documents.

- c. **Clearance:** The Bidder should also have clearance from Income Tax Department and GST Department. Relevant proof in support shall be submitted.
- d. **Experience:** The Bidder shall have similar contracts for atleast three years' experience for providing manpower services in PSUs, Ministries / Departments under Government of India. In case no bidder has provided government experience / public sector experience, then the bidders with experience in reputed organizations may be considered by the competent authority of the contracting Institute.
- e. **Turnover:** The Bidder should have the turnover of minimum 10 lakhs and above per annum. (CA certified Turnover)
- f. **Quality Related:** Bidder should have at least one ISO or equivalent quality related certification.
- g. The Bidder should have its branch office in Pune.

2.1 Documents supporting the Minimum Eligibility Criteria

The following shall be the minimum eligibility criteria for selection of bidders technically.

- (i) In proof of having fully adhered to minimum eligibility criteria at 2(a), attested copy of Certificate of Incorporation issued by the Companies Registrar/concerned authority shall only be acceptable.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), attested copy of PAN, GST Registration, EPF Registration, ESIC Registration, PT, Labour Welfare and Labour Licence and Shops & Establishments valid licence shall only be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), attested copy of ITR and GST/Service Tax Return for the last three financial years shall only be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), attested copy of work orders alongwith work completion certificates / ongoing work certificates issued by the PSUs and Ministries / Departments under Government of India shall be acceptable.
- (v) In proof of having fully adhered to minimum eligibility criteria at 2(e), attested copy of the audited balance sheets (audited by Chartered Accountant) for the completed three financial year shall be acceptable.
- (vi) In proof 2(f) Copies of the ISO certification or any other certification should be attached.
- (vii) In proof 2(g) Copy of the address proof (Pune branch) should be attached.

Note : All documents Technical Bid form/Checklist are mandatory as per Annexure-1. The bidders who do not fulfil the Eligibility and Qualification Criteria mentioned at clause no. 2.1 shall be disqualified during the Evaluation of Technical Bid.

3. BID SECURITY/ EARNEST MONEY DEPOSIT (EMD)

- 3.1 The bids shall be accompanied by an **Earnest Money Deposit of @ 2% on the Price Bids Grand total value**, in the form of a **Demand Draft drawn on any Nationalized Bank**. The validity of the Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. **The Demand Draft shall be in favour of The Director, ICMR-NARI, Pune.**
- 3.2 The Bidder should scan a copy of the Earnest Money Deposit and upload it online through GeM Portal. The original copy of the Earnest Money Deposit should be sent through Speed Post or Registered Post to **The Director, ICMR-National AIDS Research Institute, Plot No.73, 'G' Block, MIDC, Bhosari, Pune-411026** on or before the time of closing of the uploading of the Bids. It can also be handed over in person. In the event of non-receipt of the EMD before the closing of the uploading of the Bids, the bid shall not be evaluated.

- 3.3 Bidders, who are eligible to be exempted from depositing EMD according to Rule-170 of GFRs, 2017, should submit documentary proof thereof along with technical bid online through GeM Portal. Besides, they have also to enclose a hardcopy of the same with valid exemption certificate(s) and ensure that the same is submitted to the Director, ICMR-NARI, Pune address clause 3.2.
- 3.4 Request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall not be entertained.
- 3.5 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.6 The bids without Earnest Money Deposit shall be summarily rejected.
- 3.7 The bid security (Earnest Money Deposit) may be forfeited:
- i) If the bidder withdraws his bid during the period of bid validity specified by the bidder on the bid form; **OR**
 - ii) In case of successful bidder, if the bidder
 - a) Fails to sign the contract in accordance with the terms of the bid document.
 - b) Fails to furnish required performance security in accordance with the terms of bid document within the time frame specified by the Client.
 - c) Fails or refuses to honor his own quoted prices for the services or part thereof.
 - d) In such case, the bidder is also liable to be debarred from future bidding.
- 3.8 No interest shall be paid on the Earnest Money Deposit.

4. VALIDITY OF BIDS

- 4.1 Bids shall be valid for a period of 90 days. A bid valid for a shorter period shall stand rejected.
- 4.2 The Office may ask for the bidders consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free, not to accept such request without forfeiting the EMD. A bidder agreeing to the request for extension will not be permitted to modify the bid.
- 4.3 Bid evaluation will be based on the bid cost without taking into consideration the above corrections.

5. TECHNICAL BID

The Bidder shall be required to follow the procedure as specified above and submit the Technical Bid for fulfilment of minimum eligibility criteria

The following documents shall comprise Technical Bid should be upload on the GeM portal and hard copy of the same should be send along with the EMD by the speed post/register AD post or by handed over in person on institutes address on or before last date of bid submission:

- (i) Technical Bid form/Checklist are mandatory as per **Annexure-1**.
- (ii) Bidder information Form as per **Annexure-1A**.
- (iii) Bid Submission form on bidders letter head as per **Annexure-2**.
- (iv) Declaration on bidder's letter head as per **Annexure-3**.
- (v) Affidavit in Non Judicial stamp paper of Rs. 100/- stating that the agency is/has not been blacklisted by Central or State Government /PSU as per **Annexure-4**.

- (vi) Undertaking about Fraud and Corrupt Practices on bidders letter head as per **Annexure-5**.
- (vii) Bid Security Declaration in Lieu of EMD on bidders letter head as per **Annexure-6**.
- (viii) Details of Works/Contracts of similar type (Driver Services) on bidders letter head as per **Annexure-7**.

Note:

All documents should be duly signed along with date and stamped. Scanned documents should not be blurred.

6. FINANCIAL BID

- 6.1 The Bidder should quote rates for Skilled category of manpower drivers in terms in Indian Rupees. If rate is not quoted for the manpower, the bid will not be valid and hence the same will be rejected. The consolidated price will be taken into consideration while awarding of contract to the successful bidder.
- 6.2 The rates quoted shall be firm and final. The price should be inclusive of all i.e. Minimum Wages in Basic, VDA, EPF, ESIC, Labour Welfare and other statutory charges arising from time to time.
- 6.3 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- 6.4 Service charges shall be below than TDS, is not entertained. It is straightway rejected from this Bidding.

7. TECHNICAL BID EVALUATION

- 7.1 The Principal Employer shall follow segregated bid evaluation system where the technical bid and financial bid shall be evaluated separately.
- 7.2 The technical bid evaluation shall be done based on the following criteria:
 - (i) The Bidder has signed, scanned and uploaded copies of Annexure-01 in the prescribed format in GeM Portal.
 - (ii) Copy of Earnest Money Deposit is scanned and uploaded in GeM Portal. The original of the EMD and other affidavit/documents should be submitted by the Bidder as per the timelines specified in the Bid document.
 - (iii) The Bidder meets the minimum eligibility criteria of Annexure 01 to 07 and has uploaded copies of all documents required in support of minimum eligibility criteria of Annexure-01.
- 7.3 The originals of Earnest Money Deposit (EMD), Annexure-2, Annexure-3, Annexure-4, Annexure-5, Annexure-6 and Authorization Letter to sign on behalf of the Bidder should be delivered by the Bidder in an enveloped superscribed "**Bid for Outsourcing Manpower of Driver on contract basis**" in drop box at Administrative Building, ICMR-National AIDS Research Institute, Plot No. 73, 'G' Block, MIDC, Bhosari, Pune – 411026 or sent by post at the above address **on or before the date specified in the online bid document**.
- 7.4 A substantially responsive bid shall be one that meets the requirements of the bidding document in totality. The technical bid not meeting the minimum eligibility criteria as per the bid document, shall be rejected.

8. FINANCIAL BID OPENING PROCEDURE

- 8.1 The Financial Bids of all the technically qualified Bidders, whose bids are accepted in conformity with the required specifications shall be followed online as per GeM Portal.
- 8.2 Mere becoming the lowest bidder, prior to financial bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process.
- 8.3 If large number/bidders will be coming, the criteria for selection of bidder if found same at L-1 rates quoted by multiple firms, the Director, ICMR-NARI, Pune, reserves the right to exercise the necessary steps to verify the background information & to scrutinize different bidders by contacting different clients to whom the services were provided from maximum number of clients, to whom services were provided by different agencies between all the L-1 bidder, to recommend the only one L-1 bidder.

9. PERMORMANCE SECURITY DEPOSIT

- 9.1 Within one month of the award of contract, the contractor shall furnish Performance Security Deposit worth at the rate of 3% on value of the contract in the form of Bank Guarantee only, in favour of the Director, ICMR-NARI, Pune. The Security Deposit shall be forfeited, if the contractor fails to fulfill government compliances.
- 9.2 The Bank Guarantee can be forfeited by order of the competent authority of the ICMR-NARI, Pune in the event of any breach or negligence or non-observance of any terms/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the ICMR-NARI, Pune sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

SECTION-II

A. SPECIAL CONDITIONS OF CONTRACT (SCC)

Places of work	
1. ICMR-National AIDS Research Institute Plot No. 73, 'G' Block, MIDC, Bhosari, Pune-411026 (Maharashtra) India.	2. NARI-PMC 'Clinical Care and Research Centre' - Facility For Collaborative Clinical Research, Model Colony, Near Deep Bungalow Chowk, Pune. 3. National Institute of Virology - Facility For Collaborative Clinical Research, 20-A, Dr. Ambedkar road, Pune – 411001. 4. Dr. Kotnis Dispensary Gadikhana Clinic - Facility For Collaborative Clinical Research, Dr. Kotnis Dispensary, Ward No. 13, Shukrawar Peth, Pune-411002.

1. Works contractors Responsibility and Liability :

- i) The Contractor shall provide all the required manpower services and perform all related work included in the Scope of Work as specified in under clause B.
- ii) The Agency is fully responsible for timely claiming and disbursing monthly payment of wages to the personnel deployed by them in the Contracting Institute.
- iii) The agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed.
- iv) The Agency is responsible in providing the necessary undertaking and documentary evidence in the regard of deployment of manpower.
- v) Contractor must deploy of adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor.
- vi) Contractor shall deploy reliable persons at Principal Employer after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities.
- vii) Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.
- viii) The Agency has to provide the photo identity cards to the persons employed. These cards are to be constantly displayed during the office hours & their loss to be reported immediately.
- ix) The agency shall provide Uniforms and Liveries to their employees and also ensure their cleanliness.
- x) The agency shall ensure that the personnel deployed are healthy to perform the assigned duty.
- xi) The agency shall ensure that the personnel deployed by it are disciplined and do not participate in any activity prejudicial to interest of the Contracting Institute.

- xii) Agency shall arrange to maintain the daily attendance record of the personnel deployed by showing their arrival and departure time.
- xiii) The person engaged by the contractor shall be the employee of the contractor and it shall be the duty of the contractor to pay his/her salary every month. The Transportation, food, medical, and other statutory requirements in respect of each personnel of the contractor will be the responsibility of the service provider.
- xiv) The Agency is solely responsible and liable for compliance to provisions of various labour, Industrial and any other laws applicable and all statutory obligations, such as, wages, allowances, EPF, Bonus, Gratuity, ESI, etc. relating to personnel deployed in Contracting Institute. The Contracting Institute shall have no liability in this regard.
- xv) The Contracting Institute shall remit the wages of the Manpower at actual to the Agency / contractor in consolidated amount on the basis of Bill raised by the agency / contractor. In case of any administrative delay in releasing the payment to the agency, agency shall make payment to its employee deployed at Contracting Institute in time.
- xvi) For all purposes the agency will be the "Employer" within the meaning of different labour legislations in respect of the personnel so employed and engaged by him. The persons deployed by the service provider in Contracting Institute shall not have any claims whatsoever like employer and employee relationship against Contracting Institute.
- xvii) The agency shall not be permitted to transfer or assign his rights and obligations under the contract to any other organization or otherwise.
- xviii) The contractor shall not assign, transfer, pledge or subcontract the performance of service without the prior written consent of this office, as this types of activities are not permitted as the extant rules and guidelines available on GeM web portal.
- xxi) The contractor shall be contactable at all times and messages sent by e-mail / fax/ special messenger from the Contracting Institute to the service provider shall be acknowledged immediately on receipt on the same day. Non Compliance to this will invoke the penalty.
- xx) The Agency personnel's working should be polite, Cordial, positive and efficient, while handling the assigned work and their action shall promote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- xxi) In case of any theft or loss of property due to negligence or carelessness of your personnel, agency will be fully responsible and contractor will have to make good of the losses so insures to Contracting Institute, otherwise the same will be deducted from the security deposit or from the Agency Charges payable.
- xxii) Manpower should be rotated / reshuffled quarterly on the basis of performance and recommendation received from the Contracting Institute.

2. Wage Structure :

Bidders should quote Monthly Wage Structure Strictly as per Rates of Minimum Wages notified by the office of the Chief Labour Commissioner (C), New Delhi for Employment in any shop or commercial Establishment comes under Classification of Area 'A' with all taxes and charges and will remain unchanged during the operative period of Contract and only the Variable Dearness Allowance will be revised as and when revised by the Labour Department, for which copy of the same is to be submitted for revision, approval and for Payment.

The Agency shall ensure that it fully complies with and observes all the provisions of Contract Labour (R & A) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, EPF, ESIC Act, Gratuity Act 1972, The Payment of Bonus Act and such other Statutory enactment rules and regulations laid by the Government of India or as (amended from time to time).

3. The method and conditions of payment to be made to the Contractor under this Contract shall be as follows:

Terms of Payment:

(a) Payment to Agency:

- i) The Payments to the agency will be made monthly on the basis of the man days of the services provided by the agency.
- ii) Monthly bills shall be submitted by the contractor as specified in contract along with attendance sheets and log book as per the mechanism available on GeM web portal. The copy of service tax /GST paid challan for the previous month/quarter as the case should be produced along with the bills for payment.
- iii) All payments to agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the income-Tax Act, 1961 and other taxes if any as per Government of India rules made applicable from time to time.

(b) Payment to Manpower:

- i) Payment to manpower shall be as per schedule of rates as per Rates of Minimum Wages notified by the office of the Chief Labour Commissioner (C), New Delhi. Payment of Over Time Allowance for engaging Drivers will be calculated as per the Minimum Wages Act Rules.
- ii) The agency will ensure that salaries are given to the deployed personnel in time i.e. before 7th day of every month.
- iii) The agency will make the payment to their deployed manpower on receipt of attendance sheets of the persons duly certified by the designated officer of the Contracting Institute. However, payment to the agency by the contracting Institute will be made after submission of complete documents.
- iv) In case of any administrative delay in releasing the payment to the agency, agency shall make payment to its employee deployed at Contracting Institute in time i.e. before 7th day of every month.

4. Contracting Institute's Rights and Exclusion:

- i) The Contracting Institute shall have no liability in for any accident/medical/health related liability for the personnel deployed by Agency at Contracting Institute.
- ii) If the agency wishes to replace any of the personnel, the same shall be done with prior concurrence of the Contracting Institute at Agency's own cost.
- iii) No leave of any kind to the personnel shall be sanctioned by Contracting Institute's authority. The agency shall be liable to make substitute arrangements in case of the absence of the personnel.
- iv) The deployed personnel of the contractor shall not claim any absorption at any cadre in Contracting Institute at any point of time.
- v) The person deployed shall not claim any master & servant relationship against this office.

- vi) The Contracting Institute shall not be liable to provide any residential accommodation to the personnel.
- vii) The personnel provided by the Agency will not claim to become the employees of the Contracting Institute and there will be no Employee and Employer relationship between the personnel engaged by the Agency for deployment in Contracting Institute.
- viii) Decision of Contracting Institute in regard to interpretation of the Terms and Conditions of the Agreement / Contract shall be final and binding on the Agency.
- ix) Estimated number of Personnel is subject to reasonable change at the discretion of the competent authority at Contracting Institute.
- x) The Contracting Institute may check and ensure that the personnel engaged by the agency, at no point of time, will be paid less than the minimum rates of wages as prescribed and revised for time to time by State / Central Govt. Labour department under minimum wages Act.
- xi) Contracting Institute`s authority reserves the right to ask for replacement of a particular personnel employed by the agency if the service of the individual are found unsatisfactory. But in case such a request for replacement is made, the agency will ensure the compliance of the required legal formality.
- xii) Contracting Institute shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service providers. In case of any theft or pilferages, loss or other offences, the agency will investigate and submit a report to the ICMR-NARI and maintain liaison with the police.
- xiii) In case of any loss that might be caused to the ICMR-NARI due to lapse on the part of the personnel discharging duties & responsibilities will be borne by the Agency and in this connection, the ICMR-NARI shall have the right to deduct appropriate amount from the bill of contracting agency to make good such loss to the ICMR-NARI besides imposition of penalty. In case of frequent lapses on the part of the personnel deployed by the contractor, the ICMR-NARI shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- xiv) In case, the personnel deployed by the agency are found absent from duty any time or sleeping or found engaged in irregular activities, the ICMR-NARI shall deduct the requisite amount at the pro-rata from the bill of the agency besides imposition of penalty for non-observance of the terms of contract.
- xv) The contracting Institute reserve the right to accept or reject the deployed manpower by the contractor based on the suitability of the candidate`s for the concern job profile.
- xvi) Contractor and their deployed staff shall be aware of the punishment which is for non-adherence of the drink and drive rules.

The period of contract will be 01 year and further extendable with the mutual consent of both the parties as per the provisions & allowable period available on GeM web portal. Extension of contract period is solely depending upon the discretion of Director, ICMR-NARI (Contracting Institute) and this option will not be available to seller / contractor as a matter of right.

However, contract can be terminated at any time by giving the suitable notice period by Contracting Institute, if performance is found unsatisfactory in accordance with the various relevant clauses mentioned in the tender / bidding document.

B. SCOPE OF WORK

1. THE TENTATIVE REQUIREMENTS OF MANPOWER

Category : Skilled (Driver)

Tentative Requirement of Manpower : 05 (Five)

Criteria for hired manpower : SSC or equivalent from recognized board. Valid driving license Light Motor Vehicle (LMV-NT), Three Wheeler and Four Wheeler, Heavy Goods Motor Vehicle (HGMV), Heavy vehicles with pan-India permit (HPMY). Knowledge of motor mechanism. The driver should be able to repair minor defects in vehicles.

2. Appointment of contract employee – The successful bidder should involve ICMR-NARI for the proper selection of the contract employee as per recruitment procedure of the institute.

Also it is mandatory to the contractor to provide the evidence of salary disbursement along with wages register every month to the contract employee and the next month's contractor's bill will be released ONLY after receipt of the evidence of salary disbursement along with statutory documents.

Police verification and confirmation/attestation of Date of Birth of each and every employee is mandatory, which is the responsibility of contractor at their own cost.

3. AWARD OF CONTRACT:

3.1 Award Criteria

ICMR-NARI shall award the contract to the eligible bidder whose bid has been determined as the lowest one evaluated in the financial bid.

3.2 Right to vary Quantities at the time of Award

The Director, ICMR-NARI reserves the right at the time of award of Contract to increase or decrease the number of manpower Drivers without any change in price or other terms and conditions.

Sd/

**DIRECTOR
ICMR-NARI, Pune**

ANNEXURE-1

Technical Bid / Checklist Form

Ref: Invitation for Bid document No.GEM/2022/B/2744209, dtd.24.11.2022.

Bidders have to indicate whether the following are enclosed by them and signed copy of the checklist shall be uploaded on GeM portal.

Sl. No.	Particulars	PDF file No.	Page No.	Remark or reason for not submission of documents
	Mandatory documents/Registration Certificate (Attach along with attested copy)			
1	Company / Agency details as per Annexure-1A with address proof (Pune branch)			
2	Attested copy of certificate of Incorporation/company registration as per clause No. 2.1(i) under Section-I			
3	Shop Act Licence / certificate			
4	Attested copy of PAN card			
5	Attested copy of GST Registration			
6	Attested copy of EPFO Registration			
7	Attested copy of ESIC Registration			
8	Attested copy of Professional Tax Registration			
9	Attested copy of Labour Welfare Registration			
10	Attested copy of Labour Licence			
11	Client list along with GeM work order related with same services atleast upto 3 years, documents showing completing at least one service of value not less than Rs.10 lakh per annum as per Annexure-7 . <i>(Irrelevant documents shall not be considered.)</i>			
12	Client list along with work order for other services upto 10 years, documents showing completing at least one service of value not less than Rs.10 lakh per annum. <i>(Irrelevant documents shall not be considered.)</i>			
13	Experience certificates (on office letter head) is providing in more than 3 years, exempted to startup only.			
14	Details of EMD or MSME exemption certificate.			
15	Startup India certificate			
16	Annual Turnover last 3 financial years (CA certified), as applicable			
17	Attested copy of CA Certified audited Profit and Loss, Balance Sheets and IT returns for the completed 3 financial years, as applicable			
18	Acceptance of Terms & conditions (ATC)			
19	Attested copies of ISO and other quality related certificate			
20	Bid submission in Annexure-1A to 7			
21	Other documents, if any			

Service charges shall be below than TDS, is not entertained. It is straightway rejected from this bidding.

Signature of the bidder

Name:
Seal of company:
Date:
Place:

ANNEXURE-1A

BIDDER INFORMATION FORM

1	Name of the Company/Agency	
2	Name of Proprietor / Partner / Director of Company / Agency	
3	Communication Address with Telephone no., Fax and E-Mail	
4	Full Address of operating / Branch Office with Telephone no., Fax and E-Mail	
5	Banker of Company / Agency with full address	
6	Particular details of the bidder's Representative: Name of the Contact Person, Designation with Telephone no., Mobile n. and E-Mail ID	

Date :-
Place:-

Signature of the Authorised Signatory
Designation :
(Office seal of the Bidder)

ANNEXURE-2

BID SUBMISSION FORM

(to be printed on Bidder's letterhead, signed, stamped, scanned and submitted online through GeM Portal)

Date:

LETTER OF BID

To

The Director
ICMR-National AIDS Research Institute
Plot No. 73, G Block, MIDC, Bhosari,
PUNE-411026.

Ref: Invitation for Bid document No.GEM/2022/B/2744209, dtd.24.11.2022.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We undertake to provide the MANPOWER services to your office in conformity with the Bidding Document.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time revalidate / extension of that period.
4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive/wrong practices or any other failure/lapses of serious nature.
6. We undertake, to enter into agreement as per the terms and conditions of the bidding document and bear all expenses including charges for stamps etc. and agreement will be binding on us.
7. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory (Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation :

ANNEXURE-3

DECLARATION (on bidder's letter head)

Ref: Invitation for Bid document No.GEM/2022/B/2744209, dtd.24.11.2022.

1. I, _____ Son / Daughter /
Wife of Shri. _____
Proprietor / Partner/ Director, authorized signatory of the Agency Firm Name & Address

_____, mentioned above, is competent to sign this declaration and execute this
bid document.
2. I have carefully read and understood all the terms and conditions of the bid and undertake to
abide to them.
3. The information / documents furnished along with the above application are true and authentic to
the best of my knowledge and belief. I / We, am / are well aware of the fact that furnishing of any
false / wrong information / fabricated document would lead to rejection of my bid at any stage
besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Name :

Designation :

Seal :

Date :

Place :

ANNEXURE-4

AFFIDAVIT (IN NON JUDICIAL STAMP PAPER OF RS.100/-) STATING THAT THE AGENCY IS / HAS NOT BEEN BLACKLISTED BY CENTRAL / STATE GOVERNMENT / PSU

Ref: Invitation for Bid document No.GEM/2022/B/2744209, dtd.24.11.2022.

AFFIDAVIT

I / We, Proprietor/ Partner(s)/ Director(s) of M/s._____

& registered office at (address)_____

hereby declare that the firm/company namely M/s._____

has not been blacklisted or debarred in the past by ICMR-NARI, Pune or any donor agency / other
Government organization from taking part in Government Bids.

Signature: _____

Date: _____

Name: _____

Seal of the firm should be affixed.

Designation / Capacity in which signed:

Name & address of the firm:

ANNEXURE-5

UNDERTAKING ABOUT FRAUD AND CORRUPT PRACTICES (on bidder's letter head)

UNDERTAKING

Ref: Invitation for Bid document No.GEM/2022/B/2744209, dtd.24.11.2022.

I / We, M/s. _____ having registered office at _____

_____ and Licence No. _____ undertake that, our company is not under a declaration of ineligibility for corrupt and fraudulent practices.

Signature: _____

Date: _____

Name: _____

Seal of the firm should be affixed.

Designation / Capacity in which signed:

Name & address of the firm:

ANNEXURE-6

FORMAT OF BID SECURITY DECLARATION IN LIEU OF EMD

(On Bidders Letter head)

Ref: Invitation for Bid document No.GEM/2022/B/2744209, dtd.24.11.2022.

I / We, the authorized signatory of M/s....., participating in the subject tender No. for the item / job of, do hereby declare : (i) That I / We have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender. (ii) That in the event we withdraw / modify our bid during the period of validity Or I / We fail to execute formal contract agreement within the given timeline OR I / We fail to submit a Performance Security within the given timeline Or I / We commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I / We will be suspended from being eligible for bidding / award of all future contract(s) of ICMR-National AIDS Research Institute, Pune for a period of one year from the date of committing such breach.

Signature and Seal of Authorised Signatory of bidder

Name of Authorized Signatory

Company Name

ANNEXURE-7

DETAILS OF WORKS / CONTRACTS OF SIMILAR TYPE (DRIVER SERVICE)

NAME OF THE CONTRACTOR:

Sr. No.	Name of client	Name of work	Work order no./Completion certificate no.	Date of work commencement	Stipulated Date of work completion	Approximate value of Contract	Remarks
1	2	3	4	5	6	7	8

Signature and seal of contractor

Note: This is only a standard form. Details are to be furnished in this format in the form of typewritten statements which shall be enclosed in Technical bid. Please enclose work order for ongoing work and work completion certificate for completed work in support the above.