



Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-04-2023 18:00:00	
	27-04-2023 18:00:00	
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-04-2023 18:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	60 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Health And Family Welfare	
Department Name/विभाग का नाम	Department Of Health And Family Welfare	
Organisation Name/संगठन का नाम	International Institute For Population Sciences (iips)	
Office Name/कार्यालय का नाम	Mumbai	
ltem Category/मद केटेगरी	Custom Bid for Services - Human Resources outsourcing service providers	
Contract Period/अनुबंध अवधि	1 Year(s) 1 Day(s)	
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	300 Lakh (s)	
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)	
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (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/बिड से रिवर्स नीलामी सक्रिय किया	Νο	
Type of Bid/बिड का प्रकार	Two Packet Bid	

Bid Details/बिड विवरण	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	11000000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	250000

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).	14

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता 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 & Senior Professor Mumbai, Department of Health and Family Welfare, International Institute for Population Sciences (IIPS), Ministry of Health and Family Welfare (Dr. K.s. James)

Splitting/विभाजन

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

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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1. 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. 2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year. 3. 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.

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

Instruction To Bidder:<u>1679304989.pdf</u>

Scope of Work:<u>1680756434.pdf</u>

Special Terms and Conditions (STC) of the Contract: 1679305008.pdf

Service Level Agreement (SLA):1679305012.pdf

Payment Terms: 1680756605.pdf

GEM Availability Report (GAR):<u>1679305056.pdf</u>

Introduction about the project /services being proposed for procurement using custom bid functionality:<u>1680756183.pdf</u>

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .: <u>1680756715.pdf</u>

QCBS Doucment elaborating detailed QCBS Crieteria pertaining to Services / Project Procurement if any as per applicable norms: <u>1679563856.pdf</u>

Pre Qualification Criteria (PQC) etc if any required:1679315245.pdf

This Bid is based on Quality & Cost Based SeleIction (QCBS) . The technical qualification parameters are :-

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
Technical Evaluation and pre bid meeting	100	50	<u>View File</u>

Total Minimum Qualifying Marks for Technical Score: 50

QCBS Weightage(Technical:Financial):70:30

Interview Venue:IIPS, MUMBAI -400088.

Presentation Venue: IIPS, MUMBAI -400088.

Custom Bid For Services - Human Resources Outsourcing Service Providers (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Human Resources outsourcing service providers	
Regulatory/ Statutory Compliance of Service	YES	
Compliance of Service to SOW, STC, SLA etc	YES	
Addon(s)/एडऑन		

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Manjiri Mangesh Rane	400088,International Institute For Population Sciences Govandi station Road , Govandi east, Deonar, Mumbai -400088	1	N/A

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer's ATC

Additional Terms and Conditions in respect of bid for engaging Service Providers responsible f or outsourcing Manpower

1.**The Tender Document** shall be in the duly prescribed format only. Deviations from original tender / sp ecifications/commercial terms and conditions, if any, should be clearly mentioned in the separate sheet- cl ause wise - as specified. The tender document and all the annexure's and attachments shall be uploaded with this bid with each page being consecutively numbered and duly stamped and signed by the bidder.

2. IIPS reserves the right to accept or reject any or all the tenders without assigning any reason thereof. It i s open to IIPS to alter the conditions of the tender in appropriate cases in the interest of IIPS

3. **The signatory** of all legal documents i.r.o this tender for International Institute of Population Science s hall be Chief Administrative Officer cum Registrar, IIPS.

4. **Arbitration** – All disputes arising between parties shall be referred to and settled through Arbitrations c onducted in accordance with the Provisions of the Arbitration and Conciliation Act 1996 and the rules frame d there under. Such disputes shall be adjudicated by an Arbitrator nominated by the Director & Sr. Profess or, IIPS, Mumbai. The Arbitrator shall have powers to award only such remedy as in contemplated by this Agreement, including, as appropriate, injunctive relief. The place of Arbitration shall be Mumbai only. The L anguage of Arbitration shall be English.

5. **Jurisdiction** – Notwithstanding any other court or courts having jurisdiction to decide the question (s) fo rming the subject matter of the reference if the same has been the subject matter of suit, any and all actio ns and proceedings arising out of our relating to the contract (including any Arbitration in terms thereof) s hall lie only in the court of competent civil jurisdiction at Mumbai only and only the said courts shall have j urisdiction to entertain and try such action(s) and/or proceedings to the exclusion of all the other courts.

6. Any **attempt at negotiation** direct or indirect on the part of a tenderer with the authorities of IIPS or th e authority who is competent finally to accept the bid or any endeavor to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular tender will render the tender liable to exclusion from consideration.

7. **Validity of PBG**. The successful bidder shall submit Performance Bank Guarantee (**PBG**) as per the bid documents **within 15 days from the date of awarding the contract** and should be valid for 60 days b eyond the date of completion of all contractual obligation of Service Provider including warrantee obligatio ns, if any. The Bank Guarantee should be renewed for the duration of renewal within 15 days if the contract t is extended, and should be submitted to the Accounts Section of the Institute.

8. The Service Provider's Employees proposed to be employed for providing Human Resource services envi saged hereunder shall be subject to screening by IIPS, to ascertain their antecedents, suitability and skills. Before deploying any Service Provider's Employee in IIPS, they shall furnish complete particulars and obtai n written approval of the designated officer of IIPS. IIPS reserves the right to interview the Service Provider Employee's, if considered necessary by it, before giving such approval.

9. The Service Provider will get all its Employees verified of their antecedents, through Special Branch, Mu mbai Police and a certificate to this effect be furnished by the Contractor to IIPS before deployment of suc h Service Provider's Employees. The Service Provider should also maintain proper records/ documents of t he same.

10. Service Provider will apply to the Labour Commissioner for obtaining a labour license and will submit a copy of license to Administration Section of IIPS within thirty (30) days from the date of issue of the letter, awarding the contract to the Service Provider failing which IIPS shall be entitled to terminate the contract with the Service Provider and issue the letter of award to any other agency / firm.

11. That no legal right shall vest in the Contractors Employees to claim or have employment or otherwise seek absorption in IIPS nor the Service Provider's Employees shall have any right whatsoever to claim the benefits and/or emoluments that may be permissible or paid to the employees of IIPS. The Service Provide r's Employees will remain the employees of the Service Provider and this should be the sole responsibility of the Service Provider to inform and clarify it to the its Employees before deputing them on work at IIPS.

12. Without limiting generated conditions herein, if any of the Service Provider's Employees prefer claim fo r employment with IIPS, the Service Provider shall, at its own cost, deal with such claim and settle such cla ims without any obligations on the part of the IIPS regarding such claims or settlement thereof.

13. The Service Provider shall indemnify IIPS and keep IIPS indemnified against all losses, claims or deman ds arising out of or due to any acts or things done or purported to be done by the Service Provider or the S ervice Provider Employees including but not limited to any claim for employment by the Contractors Employees.

14. IIPS authority / committee may relax any of the aforesaid conditions.

15. The Service Provider shall provide Manpower Services as per the IIPS's requirement with specified qual ification and experience in accordance with conditions laid down by IIPS.

16. **Safety Precaution and Standard of Service:** The quality of service to be rendered against this bid should be of high standard and safe. The Service Provider shall ensure that their employees are trained in safety matters and take all necessary safety precautions while discharging their assigned work. The Service Provider should also ensure that their employees have been provided with all necessary safety gadgets including personal wears. Service Provider shall be fully responsible for any kind of accident/ mis-happeni ng to their staff as well as machineries while attending the complaints or at work in the IIPS premises.

17. The Service Provider shall remove any of their deployed employee, if they are unacceptable to the inst itute because of security risk, incompetence, conflict of interest and breach of confidentiality or improper b ehavior etc. Upon receiving written notice from the authority of IIPS, Service Provider shall immediately re move such employees from the place of work forthwith. In the event of such removal, substitute shall be provided to avoid deficiency in service.

18. The Service Provider shall provide substitute well in advance if there is any probability of the staff depl oyed leaving the job due to his/her own personal reasons. The payment in respect of the overlapping perio d of the substitute shall be the responsibility of the Service Provider

19. The Service Provider shall not assign, transfer, pledge or subcontract the performance of service

20. Staff deployed by the Service Provider shall not divulge or disclose to any person, any details of office, operational process, technical knowhow, security arrangements, administrative organizational matters etc. and maintain full secrecy of the official working and records., failing which action will be initiated against t he concerned persons and Service Provider under applicable rules and laws.

21. Any staff deployed by the Service Provider cannot claim any master and servant relationship with IIPS . Also, the Service Provider's staff shall not claim any benefit/compensation/absorption/ regularization of s ervice with IIPS under the provisions of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolit ion) Act 1970 or any other similar enactment or order. Undertaking obtained from the person to this effect shall be submitted by the Service Provider to the Registrar, IIPS

22. Statutory deductions of the deputed staff in IIPS shall be promptly remitted separately to the respectiv e authorities as per law and copy of the documents thereof shall be submitted to IIPS Mumbai.

23. The Service Provider shall comply with all the rules and regulations regarding safety and security of its supplied / provided employees and IIPS will in no way be responsible in any manner in case of any mis-hap pening with their personnel at any place.

24. During the subsistence of the contract, IIPS shall not undertake any monetary liability other than the a mount payable to the Manpower Service Provider for the services of the personnel provided by them. Othe r liabilities, if any, shall be solely rest with the Contractor. Even if, IIPS has to bear such liabilities on unfore seen circumstances / occasions. IIPS will recover such amount from the Service Provider by adjusting the a mount payable to them.

25. Any loss, theft or damage to the life or property of the employees of IIPS and or property of IIPS, shall b e compensated by the Service Provider if the cause of such loss, theft or damage is on account of act, defa ult, negligence and or lapse of the employees of the Service Provider.

26. No amount should be collected or deducted from the employee's salary apart from statutory deduction s. If this clause is violated, the contract is liable to the cancelled.

27. If any complaint is observed or any discrepancy is found regarding their requirements, dues etc, from t he labour against the agency then institute will take strict action against the agency. If in case, the compla

int is serious, then the contract may be discontinued/terminated.

28. In case of any court matter arises, from the candidate, employee of the service provider, the Service Pr ovider will be responsible and would represent the court matter. IIPS will not be responsible for court case , if any, filed by the employee of the service provider and IIPS shall not be made a party to such court case s.

29. The Work Contract would be initially for a period of one year which will be extended upon mutual cons ent for another two years on the same service charge percentage quoted in the financial bid and same ter ms and conditions duly accepted by IIPS.

30. Bidder will depute one person from his agency who will visit the institute at least once in a month to m onitor and report to the administration section.

31. Bidder will ensure that the payment is made to the employees by 5th of every month

32.Service Provider shall always maintain the strength of human resources deputed at the Institute as per the contract including deployment against casual absence. If any delay in providing a suitable substitute f or the period beyond three working days by the agency a penalty of Rs.200/- per day per persons shall ded ucted from the monthly bill of the service provider in the following month.

33. The service provider should be willing for extension of contract to three months in case instructed by t he Chief Administrative Officer cum Registrar, IIPS after the expiry of contract.

34. In case of any dispute arises during the process, the decision of Director IIPS shall be binding to both th e parties.

35. IIPS reserves the right to cancel the contract at any stage in case of administrative decisions.

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

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>, conditons 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 के बिडर से खरीद पर प्रतिबंध के संबंध 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---