

CENTRAL MEDICAL SERVICES SOCIETY
(An Autonomous Body under Ministry of Health & Family Welfare, GoI)
2nd Floor, Vishwa Yuvak Kendra, Teen Murti Marg,
Chanakyapuri, New Delhi-110021,
Website: www.cmss.gov.in, Tel. 011-21410905/6 & Fax:
011-21410849, Email: cmssgmad@gmail.com

SEALED BIDS ARE INVITED FROM STATE GOVERNMENT/CENTRAL GOVERNMENT/PSU/GOVERNMENT UNDERTAKING ORGANIZATIONS/ANY GOVERNMENT ENTITIES FOR PROVIDING MANPOWER TO CMSS

SHORT TERM NOTICE INVITING TENDER

Sealed tenders are invited from State Government/Central Government/PSU/Government Undertaking Organizations/Any Government Entities for providing manpower to CMSS as per the following schedules: -

Sr. No.	Schedule	Manpower	Category as per Labour department (Order no. 2044-2055, dated 18/6/21)	Nos. of Manpower
1	Schedule -1	Executive Assistants (DEOs) at CMSS H.O. New Delhi	Graduate and above (Clerical and Supervisory staffs)	25
2	Schedule -2	Housekeeping Staff (Skilled, Semi Skilled and Un-skilled) at CMSS H.O. New Delhi	Housekeeping Staff (Skilled, Semi Skilled and Un-skilled)	HK (Skilled)- 10 Security Guard (Semi-skilled)- 04 HK (Un-skilled) - 04
3	Schedule -3	Executive Assistants (DEOs) at 18 warehouse locations of CMSS	Graduate and above (Clerical and Supervisory staffs)	18
4	Schedule -4	Junior Pharmacists at 18 warehouse locations of CMSS	Graduate and above (Clerical and Supervisory staffs)	20
5	Schedule -5	Housekeeping (Un-skilled) at 18 warehouse locations of CMSS	Housekeeping (Un-skilled)	18
6	Schedule -6	Housekeeping (Semi-skilled) at warehouses of CMSS	Housekeeping (Semi-skilled)	10

Tender Reference No.:- CMSS/ Admn/2021/02

Only Manual bids will be accepted. Bidder can quote their bid for one or more or all schedules. Tender documents may be downloaded from www.cmss.gov.in or physically from as per the schedule given in critical date sheet as under: -

CRITICAL DATE SHEET

Published Date and Time	24-09-2021, 10:00 AM
Bid Document Download Start Date And Time	24-09-2021, 10:15 AM
Bid Submission Start Date and Time	24-09-2021,10:30 AM
Pre-bid meeting Date and Time	29-09-2021,11:00 AM at CMSS Head office, New Delhi
Bid Submission End Date and Time	11-10-2021, 03:00 PM
Bid Opening Date, Time & venue	11-10-2021, 03:30 PM Conference Hall, CMSS 2nd Floor ,Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi - 110 021 (India)

Central Medical Services Society reserves the right to reject any or all tender process at any stage without assigning any reason thereof.

(R C Nayak)
GM (Administration)

1. INSTRUCTIONS FOR TENDERER & GENERAL CONDITIONS

- a. Interested bidders may obtain further information and inspect the bidding documents at the office of the General Manager (Administration), Central Medical Services Society, 2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road, Opp. Police Station, Chanakyapuri, New Delhi - 110 021 (India), Phone: 011-011-21410905/6, Fax: 011- 011-21410849.
- b. The tenderer is at liberty to present either himself or authorize not more than one representative at the time of opening of tender. The representative attending the opening of bid should bring with him letter of authorization.
- c. Central Medical Services Society reserves the right to reject any or all tender process without assigning any reason thereof at any stage.
- d. In the event of the date specified being declared as a closed holiday for purchaser's office, the due date for pre bid meeting/submission of bids/opening of bids will be the following working day at the appointed time.
- e. Conditional Bids will be rejected.
- f. Corrigendum (if any) will be published only in CMSS website.
- g. Not more than one tender shall be submitted by one bidder or bidders having business relationships.

2. ELIGIBILITY CRITERIA

- a. Any State Government/Central Government/ PSU/ Government undertaking organizations/Any Government Entities which are providing manpower are eligible to submit their bids.
- b. Should have PAN issued by the income Tax Authority.
- c. The Manpower agency should be registered with the appropriate registration authority under, "The Contract Labour (Regulation and Abolition) Act, 1970".
- d. The Registered Office or one of the Branch office of the manpower agency should be located in Delhi NCR.
- e. The Manpower agency should have at least **Two years' experience** in providing manpower.
- f. The Manpower agency should have its own Bank Account.
- g. The Manpower agency should be registered with appropriate authorities under Employees Provident Fund (EPF) and Employees State Insurance (ESI) Acts.
- h. The Manpower agency should have a certificate of satisfactory performance (with regard to manpower provided, salary provided to the employee in time and other statutory contribution i.e. ESI, EPF, etc.) from one organization /institution served during the last three years.
- i. The Manpower agency shall submit affidavit/undertaking on their letter head stating that the agency has not been blacklisted by Central Government/State Government/any PSU/any other firm.
- j. Should mention GST No. and submit photocopy of the same in the bid document.
- k. **Documentary proof for each item above i.e. "a" to "j" must be furnished with the tender document, in absence of any of the above will render the bidder ineligible.**

3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid. Central Medical Services Society will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4. SCOPE OF WORK

- a. Central Medical Services Society, New Delhi requires the services of a reputed, well established and financially sound Manpower Agency for providing manpower to perform jobs assigned as per the below mentioned schedule: -

Sr. No.	Schedule	Manpower	Nos. of Manpower
1	Schedule -1	Executive Assistants (DEOs) at CMSS H.O. New Delhi	Procurement-03 Administration-04 Finance-10 Logistics (LSC)-06 Quality Assurance-02
2	Schedule -2	Housekeeping Staff (Skilled, Semi Skilled and Un-skilled) at CMSS H.O. New Delhi	HK (Skilled)- 10 Security Guard (Semi-skilled)- 04 HK (Un-skilled) - 04

Requirement of manpower for Schedule 3, 4, 5 & 6

Sr. No.	Location	State	Manpower required				Total
			Jr. Pharmacist	Executive Assistants (DEOs)	Housekeeping (Un-skilled)	Housekeeping (Semi-skilled)	
1	Agartala	Tripura	1	1	1	NIL	3
2	Ahmedabad	Gujarat	1	1	1	NIL	3
3	Bangalore	Karnataka	1	1	1	NIL	3
4	Bhopal	Madhya Pradesh	1	1	1	NIL	3
5	Zirakpur	Chandigarh	3	1	1	2	7
6	Chennai	Tamilnadu	1	1	1	2	5
7	Kirti Nagar	Delhi	1	1	1	2	5
8	Guwahati	Assam	1	1	1	NIL	3
9	Hyderabad	Telengana	1	1	1	NIL	3
10	Jaipur	Rajasthan	1	1	1	NIL	3
11	Jajpur (Cuttak)	Odisha	1	1	1	2	5
12	Kolkata	West Bengal	1	1	1	NIL	3
13	Lucknow	Uttar Pradesh	1	1	1	NIL	3
14	Mumbai	Maharashtra	1	1	1	NIL	3
15	Patna	Bihar	1	1	1	2	5
16	Raipur	Chhattisgarh	1	1	1	NIL	3
17	Ranchi	Jharkhand	1	1	1	NIL	3
18	Kerala	Trivendrum	1	1	1	NIL	3
Total		18	20	18	18	10	66

- b. The contract is for a **period of Two Years**. CMSS shall have option to extend the contract for a further period of one year, if mutually agreed between the CMSS and the Manpower agency on the same terms and conditions. Total period of contract shall not exceed **Three**

Years including original period.

c. **Essential Qualification for Executive Assistants (DEOs), Junior Pharmacists, Housekeeping (Skilled & Un-skilled) and Security Guard (Semi-skilled).**

The Eligibility criteria of Executive Assistants (DEOs), Junior Pharmacists, Housekeeping (Skilled & Un-skilled) and Security Guard (Semi-skilled) are given below:-

For Executive Assistants (DEOs)- Administration /Procurement/ Logistics/ Warehouses	<ol style="list-style-type: none"> 1. Age: Below 50 years as on the date of deployment. 2. Should be a Graduate from UGC recognized University. 3. Should have 01 year of post qualification experience in the job of an Assistant or higher level in Central/State Govt./Public Undertaking/Reputed private Company. 4. Should have reasonable level of proficiency in Microsoft Word, Excel and PDF Document. 5. Should have good/acceptance range of written expressions in English. 6. Relaxation in age & experience will be considered in exceptional case.
For Executive Assistants (DEOs)- Quality Assurance	<ol style="list-style-type: none"> 1. Age: Below 50 years as on the date of deployment. 2. Educational qualification should be B.Pharma from PCI approved Institute. 3. Should have 01 year of post qualification experience as chemist in a pharmaceutical testing laboratory or in QC wing of any Pharma MNC. 4. Exposure in handling regulatory audits on store/warehouse/ distribution functions of Pharmaceutical organizations in accordance with GMP regulation. 5. Hands on experience on working in ERP system. Should have reasonable level of proficiency in Microsoft Word, Excel and PDF Document. 6. Should have good/acceptance range of written expressions in English. 7. Relaxation in age & experience will be considered in exceptional case.
For Executive Assistants (DEOs)- Accounts	<ol style="list-style-type: none"> 1. Age: Below 50 years as on the date of deployment. 2. B.Com/M.Com. from a UGC recognized University. 3. Should have 01 year of post qualification experience in the field of Accounts/ Finance function in a reputed firm. 4. Should have knowledge and experience of Tally. 5. Relaxation in age & experience will be considered in exceptional case. 6. Should have good/acceptance range of written expressions in English. 7. For retirement from Central Govt./PSUs may apply up to 65 Age.
Housekeeping (Skilled)	<ol style="list-style-type: none"> 1. 10th/12th Pass and Computer Knowledge & Graduate preferable. 2. Commensurate with Skilled category as per Notified in Govt. of NCT of Delhi Labour Deptt. issued time to time. 3. Age limit - up to 50 years as on the date of deployment. 4. Should have good/acceptance range of written expressions in English. 5. Relaxation in age & experience will be considered in exceptional case.
Security Guard (Semi-Skilled)	<ol style="list-style-type: none"> 1. 8th Pass [Matriculate] with experience of Security related works. 2. Commensurate with Semi-skilled category as per above mentioned notification. 3. Age limit - up to 50 years as on the date of deployment. 4. Relaxation in age & experience will be considered in exceptional case.

Housekeeping (Un-skilled)	<ol style="list-style-type: none"> 1. Commensurate with Un-skilled category as per Govt. of NCT of Delhi Labour Deptt. issued from time to time. 2. Age limit – up to 50 years as on the date of deployment. 3. Relaxation in age & experience will be considered in exceptional case
Jr. Pharmacist	<ol style="list-style-type: none"> 1. Age: Below 50 years as on the date of deployment. 2. Educational Qualification: Diploma in Pharmacy/B. Pharma degree from a reputed university/Institute recognized by Pharmacy Council of India. 3. Experience: Minimum 02 years post qualification for D. Pharma and 01 year post qualification for B. Pharma in Pharmaceutical store/ warehouse/ distribution functions. 4. Experience in Good Storage & Distribution Practices in accordance with GMP regulations. 5. Exposure in handling regulatory audits on store/warehouse/distribution functions of Pharmaceutical organizations in accordance with GMP regulation. 6. Hands on experience on working in ERP system. 7. Knowledge of local language desirable. 8. Relaxation in age & experience will be considered in exceptional case. 9. Should have good/acceptance range of written expressions in English. 10. For retirement from Central Govt/PSUs may apply up to 65 Age.

5. TERMS & CONDITIONS: -

A. GENERAL

- a. The Manpower Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency without the prior written consent of CMSS.
- b. The tenderer will be bound by the details furnished by it to CMSS, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/ her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/ her liable for legal action besides termination of contract.
- c. Financial bids of only those tenderers who are declared qualified technically shall be evaluated.
- d. Bid shall remain valid for 120 days from the date of opening of bids. A bid valid for a shorter period shall be rejected by CMSS being non-responsive.
- e. Director General & Chief Executive Officer, CMSS reserves right to terminate the contract during initial period also after giving **three months notice to the contracting Agency**. In case the contractor desires to terminate the contract during its period of pendency, he shall have to give a **notice of three months to CMSS**.
- f. The contracting manpower agency shall ensure that the manpower deployed at CMSS, conforms to the eligibility conditions of age and educational and professional qualification, etc. local language skills and experience as prescribed in the Tender Document.
- g. The manpower employed by the manpower agency shall be required to work as per the CMSS working days and timings. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. **No extra wages will be paid for attending the office on such holidays.**
- h. The manpower agency shall furnish the following documents in respect of the individual manpower that will be deployed by it in this Department before the commencement of work.

Sr. No.	Requirement	Time period in which it must be made available
1	List of persons shortlisted by manpower agency for deployment	Before commencement of work

	at CMSS containing full details i.e. date of birth, marital status, address, educational and professional qualification, experience etc	
2	Bio-data of the person to be deployed with photograph.	Before commencement of work
3	Name and contact number and address of the coordinator deputed for CMSS	Before commencement of work
4	Certificate of verification of antecedents of persons by local police authority	Within one month of joining work
5	EPF account numbers of the staff deployed	Within one month of joining work
6	ESI card (if applicable)	Within one month of joining work

- i. In case, the person employed by the successful Company/ Firm/ Agency commits any act of omission/ Commission that amounts to misconduct / indiscipline/ incompetence and security risks, the successful Company/ Firm/ Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the CMSS within 2 days of being brought to their notice.
- j. The manpower agency shall ensure that any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters are not divulged or disclosed to any person by its personnel deployed in the CMSS.
- k. The manpower agency shall ensure proper conduct of his/her personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- l. The person deployed shall be required to report for work at 9:00 AM to the CMSS office under whom they are deployed which will be intimated separately and would leave at 5.30 PM. In case, person deployed is absent on a particular day or comes late/ leaves early on three occasions, half day's wage shall be deducted. In case of repetition of such instances, the Administrative action will be taken as deemed fit.
- m. **The Agency shall nominate a Coordinator, who would be responsible for immediate interaction with the Central Medical Services Society, New Delhi so that optimal services of the persons deployed by the agency could be availed without any disruption. The name & Telephone number of the nominated coordinator shall be provided to CMSS, Delhi.**
- n. **The manpower agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons, it deploys with CMSS. The manpower agency must instruct that the persons deployed at CMSS should not involve CMSS in any manner. CMSS shall, in no way, be responsible for settlement of such issues whatsoever.**
- o. It will be the responsibility of the manpower agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this CMSS and CMSS will have no liabilities in this regard.
- p. For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of Attendants so employed and deployed in CMSS. **The persons deployed by the Agency in the CMSS shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against CMSS, New Delhi.**
- q. CMSS shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by manpower agency in the course of their performing the functions/ duties, or for payment towards any compensation.
- r. The persons deployed by the manpower agency shall not claim nor shall be entitled to pay,

perks and other facilities admissible to casual, ad-hoc, regular/ confirmed employees of CMSS during the currency or after expiry of the contracts.

- s. In case of termination of this contract on its expiry or otherwise, the persons deployed by the manpower agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/ otherwise capacity.
- t. The agency will provide the list of short listed candidates to CMSS. CMSS may conduct interaction at CMSS Headquarter for final selection of candidates. Expenses towards TA/DA for appearing in interaction if any shall not be borne by CMSS.
- u. The manpower agency shall also inform in the bid document about the complaints including Court cases made against it or any nature whatsoever for the last three years. Failure in the part of manpower agency will make it liable for debarment for a period of two years and its bid will be summarily rejected.
- v. **CMSS has made & continued several efforts to improve the efficiency to build up the capacity of existing outsourced employees. Therefore, all existing outsourced employees of CMSS will be continued & merged with selected manpower agency. If, CMSS finds any existing outsourced staff inefficient during the signing of contract agreement, they will not be merged with the selected manpower agency. The selected manpower agency shall not charge any kind of charges as registration fee etc. from the existing continuing outsourced employees of CMSS.**
- w. **The last payment of the Company will be cleared only after ascertaining clearance of all liabilities pending with the Company.**

B. FRAUD AND CORRUPT PRACTICES

- a. The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the CMSS may reject the bid without being liable in any manner whatsoever to the bidder if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- b. Without prejudice to the rights of the CMSS hereinabove, if an bidder is found by the CMSS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, during the Bidding Process, such bidder shall not be eligible to participate in any tender or RFQ issued by CMSS during a period of 5 (five) years from the date, such bidder is found by the CMSS to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
- c. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - i. "Corrupt practice" means (a) the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the actions of any person connected with the Bidding Process or (b) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been arise legal, financial or technical advisor of the Authority in relation to any matter concerning the Project or the LOA or the Agreement.
 - ii. "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, on order to influence the Bidding Process;

- iii. "Coercive Practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- iv. "undesirable practice" means (a) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (b) having a Conflict of Interest; and
- v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process;
- vi. "Undesirable Practice" means (a) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (b) having a Conflict of Interest; and "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among tenderers with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

C. LEAVE

- a. The staff may be given total 12 days casual leave in one calendar year on pro-rata basis i.e. 1 day for every completed one month. Leave of no other kind would be admissible and will be subject to deduction of wages proportionately.

D. LEGAL

- a. The Manpower agency shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the person's deployed by it in CMSS.
- b. The Manpower agency shall also be liable for depositing all taxes etc. on account of services rendered by it to CMSS to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- c. The Manpower agency shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of CMSS or any other authority under Law.
- d. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the manpower agency by CMSS.
- e. In case, the tendering manpower agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof CMSS is put to any loss/ obligation, monetary or otherwise, the CMSS will be entitled to get itself reimbursed out of the outstanding bills of the service provider, to the extent of the loss or obligation in monetary terms.
- f. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be CMSS, New Delhi.
- g. **No suit, prosecution or any legal proceedings shall be lie against the Tender Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of the tender.**

E. SUBMISSION OF BIDS

- a. The manpower agency shall seal the technical & financial bids in separate envelopes duly marking the envelopes, separately as

Cover 'A'

Technical Bid

Cover 'B'

Financial Bid

Both envelopes mentioned above should be enclosed in another sealed outer envelope duly marked 'Technical Bid + Financial Bid' by the personal seal of the service provider.

- b. The envelopes clearly mentioning the Bid No: CMSS/ Admn/2021/02 shall be addressed to the following address:

General Manager (Administration)
CENTRAL MEDICAL SERVICES SOCIETY
(An Autonomous Society under Ministry of Health & Family Welfare, Govt. of India)
2nd Floor, Vishwa Yuvak Kendra, Pt. Uma Shankar Dikshit Marg, Teen Murti Road,
Opp. Police Station, Chanakyapuri, New Delhi - 110 021

- c. The envelope shall bear (the name and address of the tenderer), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- d. The inner and outer envelopes shall indicate the name and address of the manpower agency to enable the bid to be return unopened in case it is declared 'late' or rejected.
- e. The technical & financial bid document shall be signed by Authorised signatory and the document establishing the authority of authorised signatory i.e. power of attorney, board resolution, etc shall be provided. In case proprietor himself/herself signing the bid, the power of attorney/board resolution etc. is not required.
- f. **The financial bid shall be valid for a period of 120 days from the date of opening of Technical Bid and prior to the expiry of the bid validity, the Tender Inviting Authority may request to the Tenderers to extend the bid validity for such further period as deemed fit.**
- g. Bidders are hereby cautioned that any attempt of cartel formation will be viewed seriously and may at the discretion of purchaser, lead to cancellation of such bids. Purchaser in its discretion may decide to black list or debar these bidders for a period of two years besides taking other punitive measures. Decision of purchaser in this regard shall be final and binding.

F. EVALUATION CRITERIA

a. EVALUATION OF TECHNICAL BIDS

In the first stage, the Technical Bids will be evaluated on the basis of documents submitted in the technical bids by the bidder and required eligibility criteria of bidders as per the tender document.

b. EVALUATION OF FINANCIAL BIDS

In the second stage, it may be noted that the Second Envelope containing the detailed financial bid will be opened only for those bidders whose technical bid is found technically qualified by the CMSS as per their technical evaluation. The decision of CMSS shall be final and binding and no further correspondence in this regards shall be entertained by the Bidder.

Bidder should pay its minimum wages as applicable for NCT of Delhi Govt. for the pertinent

category. It means, the wages should be as per Minimum Wages of NCT of Delhi.

In financial bid, the bidder has to quote only service charges to execute the contract.

Tender inviting authority reserves the right to increase or decrease by 50 % of the tendered quantity beyond that originally specified in the tender document during the contract period at the same rate and terms & conditions.

CMSS will determine whether the Financial Bids are complete, unqualified and unconditional. The service charges indicated in the Financial Bids shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the bidder to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the bidder.

The Selected bidder shall be the quoted lowest rate (L1) of service charges for every schedule. Evaluation will be done for every schedule separately. The second lowest bidder (L2) shall be kept in reserve and may be invited for negotiations to match L1 rates as per the requirements of tender inviting authority, as the case may be.

c. ACCEPTANCE OF TENDER

On finalization of Tender, CMSS will communicate acceptance of the tender by way of letter of acceptance which will conclude a binding contract between the parties and the Purchaser shall act upon such acceptance letter.

G. PAYMENT PROVISIONS

- a. **The Manpower agency shall make payment to its work force for period of 1st of the month to last day of the month and payment shall be made latest by 7th of the next month.**
- b. **The payment shall be made on conclusion of the calendar month. The payment may be made on the basis of number of working days for which duty has been performed by the personnel.**

CMSS will provide the amount of 1 month wages to the manpower agency in advance during the signing of contract so that the manpower agency can make the payment to the staff timely.

- c. Manpower agency will have to produce the register of wages or the register of wages-cum- master roll or biometric attendance records duly verified by the officers in-charge of location where the staff is deployed, in respect of all the manpower deployed by him in the preceding month along with the bill for reimbursement for verification and tally to the nominated official of CMSS by the 2nd of the next month. After tallying, Manpower agency will submit the bill of one month along with proof of payment and pay slips to his employees by the 7th of the next month after due verification by the Nodal Officer / authorized officer of CMSS. Proof of payment of EPF, ESI (if applicable) and any other mandatory deductions under Contract Labour Act to competent authority in respect of all the employees shall be submitted to CMSS along with the succeeding months' bills.
- d. The Manpower agency shall open Bank Account in SBI or any other bank (if not having any Bank Account currently) within 15 days of assumption of contract and maintain it until the duration of the contract. The Manpower agency will also get the Saving Bank Accounts of all his employees opened in the Bank and deposit/transfer their wages directly to these accounts. He will also be required to provide the details of EPF and ESI accounts of all the staff deployed by him in CMSS,

Delhi within one month of their deployment. **The Manpower agency must provide to their employees EPF pass books issued by the Provident Fund Department within 30 days.**

- e. The payment will be released after the deduction of any penalty that may be imposed by the Competent Authority as per contract agreement.
- f. It will be the responsibility of the agency to deposit the component of the CTC and also the GST with concerned authorities where these components and GST are to be deposited. The CMSS will not be responsible for delay or default in case of on-compliance in this regard.
- g. The manpower agency shall deploy the manpower specified in the schedule of quantities. CMSS reserves the right to increase/decrease the minimum manpower in a given calendar year with the approval of the competent authority by giving the Manpower agency a notice of **15 working days**. The payment as per the contract agreement shall be regulated accordingly.
- h. The Manpower agency shall be liable and responsible to provide all the benefits viz. Provident Fund, ESI, Bonus, Gratuity, Leave, etc. to the staff engaged by him together with submission of form-C under 'The Payment of Bonus Act, 1965'. As far as EPF and ESI are concerned, it shall be the duty of the Manpower agency to deposit the Employees share of EPF/ESI from the wages of the personnel engaged by him and supply the complete particular/details of each employee i.e. name, father's/husband's name, EPF/ESI account number, wages for the month & both employee's as well as employer's shares to the CMSS by 7th of the following month along with soft & hard copy. It will be the responsibility of the Manpower agency to provide certified details of manpower deployed by him on monthly basis in the 'CMSS' and to the Labour Department in appropriate format by 2nd of the succeeding month. Default on the part of the manpower agency in terms of payment to the employees by the 7th of the succeeding month will attract penalty at the rate of 2 percent per month calculated on the monthly wage bill of the concerned month.
- i. In the event of default being made in the payment of any money in respect of wages of any person deployed by the Manpower agency for carrying out this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the 'CMSS' may, failing payment of the said money by the Manpower agency make payment of such claim on behalf of the Manpower agency to the said Labour Authorities/employee and any sums so paid shall be recoverable by the 'CMSS' from the Service Provider.
- j. If any money, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulation, be directed to be paid by the 'CMSS', such money shall be deemed to be payable by the Manpower agency to the 'CMSS' within seven days. CMSS shall be entitled to recover the amount from the Manpower agency by deduction from money due to the Manpower agency along with administrative/departmental charges as provided in **clause-21(4) of the Contract Labour (Regulation & Abolition) ACT-1970(ACT No- 37 of 1970)**.
- k. The manpower agency will allow CMSS or its authorized representative access to its records/premises to ascertain compliances.

H. PENALTY PROVISIONS

a. Failure to commence/execute work:

In case the manpower agency fails to commence/execute the contract as stipulated in the agreement, the CMSS reserves the right to impose and recover penalty as detailed below:

- i. 2% of cost of complete order/agreement (for one year) per week for delays in commencement of work.
- ii. After five weeks delay, CMSS may cancel the agreement and get this job carried out preferably from any other agency from the open market at the risk & cost of defaulter bidder. The

difference in cost, if any, will be recovered from the defaulting manpower agency as damages and he shall also be black listed for a period of two years from participating in such type of tenders and his security deposit may also be forfeited, if so warranted.

b. Absence of Manpower:

- i. In case the employee reports late for duty or leaves his duty before time, a penalty of Rs 100/episode/employee may be imposed on the manpower agency and may be deducted from his monthly bill.
- ii. The selected manpower agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons or remaining absent without intimation. The delay by the Agency in providing a substitute beyond **15 working days** shall attract liquidated [damages@Rs.100/-per](#) day (per such case) on the service provider, besides deduction in payment on pro-rata basis.

c. Delay in payment of salary/wages:

Default on the part of the manpower agency in paying salary/wages on time to its employee or in the deposition of EPF/ESI, as applicable, shall attract penalty at the rate of 2 percent per month calculated on the monthly wage bill (of the concerned month) of that cadre of employees deployed in that area where delay has occurred.

d. Misconduct of personnel:

In case any public complaint is received which is attributable to misconduct / regularized of service provider's personnel and as verified by the competent authority, a penalty of Rs.100/-for each such incident shall be levied and the same shall be deducted from service provider's bill. Further, the concerned guilty person shall be withdrawn by the service provider. Besides legal action as required under relevant rules/acts be also initiated against the guilty person by the Service Provider.

e. Notice period of employee:

The employee will serve one month notice period during his/her resignations. In case, he/she will not serve one month notice period, CMSS will deduct the wages of one month of same staff from the bill of manpower agency. Therefore, the manpower agency will ensure that the employee deployed by them will serve one month notice period during his/her resignations.

- f. The Competent Authority for imposing the penalty shall be Director General and Chief Executive Officer/ GM (Administration), CMSS.
- g. That in the event of any loss occasioned to the 'CMSS' as a result of any lapse on the part of the manpower agency or his deployed staff and that would be established after an enquiry conducted by the 'CMSS', the said loss may be claimed from the Manpower agency up to the value of the loss. The decision of CMSS will be final and binding on the Service Provider.

I. JURISDICTION:

In the event of any dispute arising out of the tender such dispute would subject to the jurisdiction of the Civil Court within the city of New Delhi only.

J. INDEMNITY BOND:

The manpower agency shall provide indemnity to CMSS for any illegal acts carried out by the

manpower supplied to CMSS in its premises. The manpower agency shall be the “employer” for all purposes in respect of the manpower so provided and he shall be responsible for and ensure the implementation of the Labour and Industrial law. The manpower agency staff deployed/ persons deputed shall not claim any compensation/ absorption/regularization of services with the first party i.e. CMSS in any case.

K. FORCE MAJEURE:

The terms and conditions mentioned herein shall be subject to Force Majeure which shall mean and be limited to the following:

- a. Any war or hostilities
- b. Any riot or civil commotion
- c. Any earthquake, flood, tempest, lightning or other natural physical disaster, impossibility of the use of any Railway, Port, Airport, disaster, services or other means of transport;
- d. Any strike or lock-out (only those exceeding 10 continuous days in duration affecting the performance of the seller's/CMSS obligations.

ANNEXURE-1

**TENDER FORWARDING LETTER
(To be given on Company Letter Head)**

Date:

To,

**DG&CEO,
Central Medical Services Society,
II Floor, Viswa Yuvak Kendra Teen Murti Marg
Chanakyapuri, New Delhi- 110021.**

Sub: Acceptance of Terms & Conditions of Tender Ref No. CMSS/Admn/2021/02.

Dear Sir,

1. I/We have downloaded/obtained the above tender document from the website of CMSS i.e. www.cmss.gov.in.
2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms /conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too has also been 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 do hereby declare that our Firm has not been blacklisted /debarred by any Govt. Department/Public sector undertaking.
6. I/Whereby declare that bid will remain valid for a period of 120 days after opening of technical bid.
7. I/We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other right so remedy absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE -2 (FINANCIAL BID)
(To be given on Company Letter Head)

Date:

To,
 DG & CEO,
 Central Medical Services Society,
 2nd Floor, Viswa Yuvak Kendra Teen Murti Marg
 Chanakyapuri, New Delhi-110021.

Sub: Financial bid of Tender Ref No. CMSS/Admn/2021/02.

Sir,

With reference to the subject mentioned above, we are submitted our financial bid as per the following details: -

Sr. No.	Post Description	Requirement (Nos.)	Wages (As per Labour department order no. 2044-2055, dated 18/6/21)	Service Charges of Agency per manpower per month in percentage (%) of total wages (Basic+Employers contribution of EPF + ESI) in figures (Excl. GST)	Service Charges of Agency per manpower per month in percentage (%) of total wages (Basic+Employers contribution of EPF + ESI) in words (Excl. GST)
1	2	3	4	5	6
1	For Schedule-1				
1.01	Executive Assistants (DEOs)	25	Wages of Clerical and Supervisory staffs (Graduate and above)		
2	For Schedule-2				
2.01	Housekeeping (Skilled)	10	Wages of HK (Skilled)		
2.02	Security Guard (Semi-skilled)	4	Wages of HK (Semi-skilled)		
2.03	Housekeeping (Un-Skilled)	4	Wages of HK (Un-skilled)		
3	For Schedule-3				
3.01	Executive Assistants (DEOs)	18	Wages of Clerical and Supervisory staffs (Graduate and above)		
4	For Schedule-4				
4.01	Junior Pharmacists	20	Wages of Clerical and Supervisory staffs (Graduate and above)		
5	For Schedule-5				
5.01	Housekeeping (Un-skilled)	18	Wages of HK (Un-skilled)		
6	For Schedule-6				
6.01	Housekeeping (Semi-skilled)	10	Wages of HK (Semi-skilled)		

- Note:** i). Bidder should pay its minimum wages as applicable for NCT of Delhi Govt. for the pertinent category. It means, the wages should be as per Minimum Wages of NCT of Delhi.
 ii). In financial bid, the bidder has to quote only service charges in percentage (%) to execute the contract.
 iii). GST will be paid extra to Agency as per applicable rates.
 iv). In case of discrepancy between rate in figures & rate in words, rate in words shall prevail.
 v). Evaluation will be done on Schedule wise.

vi). The sum of total service charges mentioned in column 5 of Sl. No. 1.01 for Schedule-1, Sl. No. 2.01, 2.02 & 2.03 for Schedule-2, Sl. No. 3.01 for Schedule-3, Sl. No. 4.01 for Schedule-4, Sl. No. 5.01 for Schedule-5 and Sl. No. 6.01 for Schedule-6 will be considered for evaluation.

(Signature of the Bidder, with Official Seal)