

CENTRAL MEDICAL SERVICES SOCIETY

(Ministry of Health & Family Welfare, Govt. of India)

1, Red Cross Road, new Delhi-110001.

Phone: 011-23736186, 2373119 Fax: 011-23730120

Website: www.cmss.gov.in Email: cmssgmad@gmail.com

NOTICE INVITING E-TENDER

On behalf of the Director General & Chief Executive Officer (DG&CEO), Central Medical Services Society (CMSS) under Ministry of Health & Family Welfare inviting tender in two bid system i.e. Technical bid and Financial bid from reputed, experienced and financially sound manpower Agency/Firms for providing manpower to perform the jobs of Executive Assistants, Housekeeping (Skilled & Un-skilled) and Security Guards (Semi-Skilled) at CMSS HQ, New Delhi and Junior Pharmacists & DEOs at warehouses of CMSS. The tender documents can be downloaded from CPP Portal i.e. <https://eprocure.gov.in/eprocure/app> as per schedule as given below:

Schedule	Date
Tender Number	CMSS/Admn./195/2018
Published date & time	15.11.2018 at 1.00 PM
Bid document download start date & time	15.11.2018 at 3.00 PM
Pre-Bid Meeting	20.11.2018 at 11.30 AM
Bid submission start date & time	22.11.2018 at 3.00 PM
Bid document download & submission end date & time	05.12.2018 at 3.00 PM
Bid opening date & time	06.12.2018 at 4.00 PM

1. Tenderers are advised to follow the instructions provided in the Instructions to the tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.
2. The EMD can be paid by NEFT/RTGS within the time frame as specified in the tender document.
3. Corrigendum (if any) will be published in the Portal at <https://eprocure.gov.in/eprocure/app> & www.cmss.gov.in.

GM (Administration)

**ONLINE TENDER FOR PROVIDING /OUTSOURCED MANPOWER AS
UNDER For Central Medical Services Society, New Delhi-110001:**

Sl.No.	Schedule	Outsourced Manpower to be provided
1	Schedule -1	Executive Assistant [Procurement, Administration, Accounts, Logistic & Quality Assurance] for CMSS H.Q., New Delhi
2	Schedule -2	Junior Pharmacist & DEOs for 20 Locations of Warehouses of CMSS (As per Annexure XII)
3	Schedule-3	A) Housekeeping Staff (Skilled and Un-skilled) for CMSS H.Q. New Delhi. B) Security Guards (Semi-Skilled) for CMSS HQ, New Delhi

TENDER NO. : CMSS/Admn./195/2018

Bid published date & Time : 15.11.2018 at 01.00 PM

Bid Submission Start Date and Time : 22.11.2018 at 3.00 PM

Bid Submission End Date and Time : 05.12.2018 at 3.00 PM

CENTRAL MEDICAL SERVICES SOCIETY

Ministry of Health & Family Welfare
(Government of India)

Annexe to main Building of Indian Red Cross Society,
1, Red Cross Road, New Delhi – 110001, India

Phone: 011- 23736186, Fax: 011- 23730120, Email: cmssgmad@gmail.com

Website: www.cmss.gov.in & www.eprocure.gov.in/cppp

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File No.: CMSS/ADMN./195/2018

CENTRAL MEDICAL SERVICES SOCIETY

(An Autonomous Society under Ministry of Health and Family Welfare, Govt. of India)

Annexe Building, Indian Red Cross Society

1, Red Cross Road, New Delhi -110001.

Website: www.cmss.gov.in, Fax: 011-23730120, Ph: 011- 23736186

Dated 12.11.2018

ONLINE TENDER FOR PROVIDING OUTSOURCED MANPOWER FOR BELOW MENTIONED SCHEDULE

The CMSS, an Autonomous Society of Ministry of Health & Family Welfare , Govt. of India, is responsible for procuring quality drugs, vaccines & contraceptives directly from the manufacturers through open tenders system and ensures timely supply of Drugs, Medicines, Vaccines & Contraceptives to all the States/ UT Governments.

Sealed Tenders on behalf of DG & CEO , CMSS are invited under Two Bid System i.e .Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies /Firms/ Agencies for providing manpower to perform jobs assigned as per schedule given below:

Sl.No.	Schedule	Outsourced Manpower to be provided
1	Schedule -1	Executive Assistant [Procurement, Administration, Accounts, Logistic & Quality Assurance] for CMSS H.Q., New Delhi
2	Schedule -2	Junior Pharmacist & DEOs for 20 Locations Warehouses of CMSS (As per Annexure XII)
3	Schedule-3	A) Housekeeping Staff (Skilled and Un-skilled) for CMSS H.Q. New Delhi. B) Security Guard (Semi-Skilled) for CMSS HQ, New Delhi

NOTE: Bidder/s can bid for any or all schedules & EMD will be submitted accordingly (Refer clause 5)

TENDER DOCUMENTS MAY BE DOWNLOADED FROM CPPP WEBSITE:
<https://eprocure.gov.in/eprocure/app> AS PER THE SCHEDULE AS GIVEN BELOW:

[Manual bids shall not be accepted]

Critical Date Sheet

Published date & time	15.11.2018 at 01.00 PM.
Bid document download start date & time	15.11.2018 at 3.00 PM.
Pre Bid Meeting	20.11.2018 at 11.30 AM.
Bid submission start date & time	22.11.2018 at 3.00 PM.
Bid submission last date	05.12.2018 at 3.00 PM
Date & time for opening of Technical Bid	06.12.2018 at 4.00 PM

Bids shall be submitted online only at CPPP Website: <https://eprocure.gov.in/eprocure/app>

Tenderers/Contractors are advised to follow the instructions provided in the 'Instructions to the Contractor/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for hiring of manpower Agency at <https://eprocure.gov.in/eprocure/app>'

Bid documents may be scanned with **100 dpi with black and white** option which helps in reducing size of the scanned document. No more than one tender shall be submitted by one contractor or contractors having business relationship. Tender documents can be downloaded from CPP Portal.

Address for Communication : Central Medical Services Society,
Annexe Building to Indian Red Cross Society,
1, Red Cross Road, New Delhi – 110001.

Cost of the Tender Document : NIL

CONTENTS

Sl.No.	Description	Page No.
1.	Scope of Work and General Instructions for Tenderers:	7
2.	Essential Qualification and Experience	7
3.	Leave	9
4.	Earnest Money Deposit (EMD)	9
5.	General Condition	9
6.	Technical Requirements for tendering company	11
7.	Terms and Conditions	12
8.	Evaluation Criteria	17
9.	Methodology for placing order	18
10.	Payment Provisions	19
11.	Penalty Provision	20
12.	Jurisdiction	21
13.	Indemnity Bond	21
14.	Force Majeure	21
15.	Annexure-I (Schedule of Requirement)	23
16.	Annexure-II (Tender forwarding letter)	25
17.	Annexure-III (Details of EMD submitted)	27
18.	Annexure-IV (Details of Manpower provided during last 3 years.)	29
19.	Annexure –V (Annual Turn Over Statement)	31
20.	Annexure-VI (Checklist)	33
21.	Annexure-VII (Notarized undertaking by MSE Companies)	35
22.	Annexure-VIII (Break up of CTC)	37
23.	Annexure-IX (Price Bid –BOQ)	39
24.	Annexure –X (Mandate Form)	41
25.	Annexure – XI (Instructions for online bid submission)	43
26.	Annexure – XII (Warehouse Location)	47

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1. Scope of Work and General Instructions for Tenderers:

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

Sl.No.	Schedule	Outsourced Manpower to be provided
1	Schedule -1	Executive Assistant [Procurement, Administration, Accounts, Logistic & Quality Assurance] for CMSS H.Q., New Delhi
2	Schedule -2	Junior Pharmacist & DEOs for 20 Locations Warehouses of CMSS (As per Annexure XII)
3	Schedule-3	A) Housekeeping Staff (Skilled and Un-skilled) for CMSS H.Q. New Delhi. B) Security Guard (Semi-Skilled) for CMSS HQ, New Delhi.

- ii. The contract is likely to commence from 01.01.2019 and shall be valid for a period of **Two Years**. CMSS shall have option to further extend the contract for a period not exceeding **six (06) months** on the same rates and terms & conditions. Total period of contract shall not exceed **30 months** including original period and period of extension.

2. Essential Qualification for Executive Assistants, Junior Pharmacists, DEOs and Housekeeping staff:

For the outsourced manpower to be provided, the eligibility criteria & educational qualification of Executive Assistant, Junior Pharmacist & DEOs, Housekeeping Staff and Security Guards are given below:

Schedule -1: Executive Assistants	
For Administration	<ol style="list-style-type: none"> Age: Below 40 years as on the date of employment. Should be a Graduate from UGC recognized University. Should have 05 years of post qualification experience in the job of an Assistant or higher level in Central/State Govt./Public Undertaking /Reputed private Company. Should have reasonable level of proficiency in MS Office-Word, Excel & Power Point and PDF Document. Candidates with previous experience in HR/Admin. Jobs will be preferred. Relaxation in age & experience will be considered in exceptional case.
For Procurement/Logistic	<ol style="list-style-type: none"> Age: Below 40 years as on the date of employment. Should be a Graduate from UGC recognized University. Should have 05 years of post qualification experience in the job of an Assistant or higher level in Central/State Govt./Public Undertaking /Reputed private Company. Should have reasonable level of proficiency in MS Office -Word, Excel & Power Point and PDF Document. Candidates with previous experience in Procurement jobs will be preferred. Relaxation in age & experience will be considered in exceptional case.

For Quality Assurance/Pharmacist	<ol style="list-style-type: none"> 1. Age: Below 40 years as on the date of employment. 2. Educational qualification should be B.Pharma from UGC recognized University. 3. Should have 03 years of post qualification experience as chemist in a pharmaceutical testing laboratory. 4. Should have reasonable level of proficiency in MS Office-Word, Excel & Power Point and PDF Document. 5. Candidates with previous experience in Quality Assurance jobs will be preferred. 6. Relaxation in age & experience will be considered in exceptional case.
For Accounts	<ol style="list-style-type: none"> 1. Age: Below 40 years as on the date of advertisement. 2. B.Com/M.Com. from a UGC recognized University. 3. Should have 5 years of post qualification experience in the field of Accounts/Finance function in a reputed firm. 4. Should have knowledge and experience of Tally & MS Word, Excel & Power Point etc. 5. Candidates with previous experience in Accounts jobs will be professed. 6. Relaxation in age & experience will be considered in exceptional case.

Schedule –II : Junior Pharmacist and DEO

Jr. Pharmacist at 20 Warehouses of CMSS	<ol style="list-style-type: none"> 1) Age : Below 40 years on the date of employment. 2) Educational Qualification: Diploma in Pharmacy/B. Pharma degree from a reputed university/Institute recognized by Pharmacy Council of India. 3) Experience: Minimum 5 years post qualification for D. Pharma or 3 years post qualification for B. Pharma in Pharmaceutical store/ warehouse/ distribution functions. 4) Experience in Pharma Goods 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.
For DEO at 20 Warehouses of CMSS.	<ol style="list-style-type: none"> 1) Age: Below 30 years of age as on the date of employment. 2) Educational Qualification: Graduate from a recognized University.

	<p>3) Well conversant with working of computers and should necessarily have knowledge of MS Office -Excel, Word and Power Point.</p> <p>4) Should have 5 years of experience of working as in Central /State Govt. /Public Undertaking/Reputed Private institutions.</p> <p>5) Relaxation in age & experience will be considered in exceptional case.</p>
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Schedule –III: Housekeeping Staff & Security Staff [Skilled, Semi-Skilled and Un-skilled]		
Skilled	12	10 th Pass and above with Computer knowledge. Notified in Govt. of NCT of Delhi Labour Deptt. issued time to time.
Housekeeping (Un-skilled)	03	Commensurate with Un-skilled category as per Govt. of NCT of Delhi Labour Deptt. issued from time to time.
Security (Semi-Skilled)	03	8 th Pass [Non-Matriculate] with experience of Security Commensurate with Semi-skilled category as per above mentioned notification

3. Leave:

The staff will be given 12 days casual leave in one calendar year on pro-rata basis i.e. 2 days for every three completed months. Leave of no other kind would be admissible and will be subject to deduction of wages proportionately. There is no such provision in the present tender.

4. EARNEST MONEY DEPOSIT [EMD]:

The Earnest Money Deposit of above mentioned may be paid by RTGS/NEFT in the following Bank Account.

Beneficiary Name : Central Medical Services Society
A/C No. : 32719062216
Bank Name : State Bank of India
Branch : Nirman Bhawan, Maulana Azad Road, New Delhi.
IFSC Code : SBIN0000583

Sl.No.	Schedule	EMD
1	Schedule -1	Rs. 1.00 Lakhs
2	Schedule -2	Rs. 2.0 Lakhs
3	Schedule-3	Rs. 0.75 Lakh

If applying for all schedules, the total EMD will be 3.75 lakhs.

5. General Condition:

- (i) The Tenderer should submit the soft copies of following documents in Technical Bid (All the documents submitted should bear signature and stamp of the Tenderer).”

- (ii) Signed and Scanned copy of RTGS/NEFT e-receipt in r/o Earnest Money Deposit (EMD) as per the schedule. EMD consolidated for all schedules is **3.75 Lakhs** and Scanned copy of details of EMD submitted] as per **Annexure-III**.
- (iii) Exemption from payment of Earnest Money Deposit to MSE (Micro and Small Enterprises).
- MSE firms as per classification given in MSME Act, 2006 and holding Permanent Registration Certificate from the District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro Small and Medium Enterprises will be granted exemption from payment of Earnest Money Deposit in respect of items for which the Registration Certificate has to be produced.
 - The MSE Units will be required to furnish a notarized undertaking (as per **Annexure-VII**) to the effect that in the event of non fulfillment or non observance of any of the conditions stipulated in the contract, the MSE Unit shall pay a penalty, equivalent to the Earnest Money Deposit to offset the loss incurred by the Tender Inviting Authority consequent on such breach of contract.
 - The MSEs participating in the tender shall enclose with their tender a copy of their valid registration certificate with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or any other body specified by Ministry of Micro Small and Medium Enterprises in support of their being an MSE, failing which their tender will be liable to be ignored.
- (iv) The tendering Service Provider is required to submit scanned copies of the following documents. (Self-attested) along with the technical bid.

1.	Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)	Page No.
2.	Name of proprietor/Director of Company/Firm/Agency	
3.	Full Address of Registered Office 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/Firm/ Agency with full address (Attach certified copy of statement of A/C for the last three years)	
6.	PAN/GIR No. (Attach attested copy)	
7.	GST. (Attach attested copy)	
8.	E.P.F. Registration No. (Attach attested copy)	
9.	E.S.I. Registration No. (Attach attested copy)	
10.	Documents showing having successfully completed at least one previous work order (For the schedule it is participating) of value not less than Rs.25.00 Lakhs for Schedule-1, Rs. 50.00 Lakhs for Schedule-2 and Rs. 25.00 Lakhs for Schedule-3 per annum related to providing manpower (Attach PO/Work Order copy & satisfactory completion certificate attested copy)	
11.	Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSUs and Government Departments during the last three years in the following format. Attested copies of work orders may also be attached.	
12.	Affidavit stating that the agency is not been black listed by Centre / State Government / PSU (Attach copy)	
13.	Annual turnover statement for 3 years i.e. 2015-16, 2016-17 & 2017-18 should be furnished with IT returns details (Attach attested copy).	

14	Self attested valid registration certificate under “Company Act”/Partnership/MOU/JVC	
15	Self attested copy of valid License and Number under “Contract Labour Act”	
16	Notarized Undertaking by MSE Companies (Attach attested copy).	
17	Details of Complaints received against Agency, if any (Attach copy)	
18.	The service provider shall also submit the details complains including Court cases made against it or any nature whatsoever during last three years.	
19.	Manpower: Agency’s process of Scrutinizing candidates before providing to the Manpower (detailed process to be attached).	
20.	Additional information, if any, (Attach separate sheet, if required)	

- (v) Conditional bids shall not be considered and will be out rightly rejected at the very first instance.
- (vi) The Competent Authority of Central Medical Services Society, New Delhi reserves the right to annul any or all bids without assigning any reason.

6. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM/ AGENCY (Packet 1):

- (i) The Service Provider should be registered with the appropriate registration authority, like: *under the “Company Act” or with the concerned authorities of the labour dept .Under Contract LabourAct-1970”*
- (ii) The Registered Office or one of the Branch office of the Service Provider should be located at Delhi NCR or any metro city.
- (iii) The Service Provider should have at least **Three years’ experience** in providing manpower to Govt. department/PSUs & Banks.
- (iv) The Service Provider should have currently deployed at **least 20 or more employees for Schedule-1, 50 or more for Schedule-2 and 20 or more for Schedule-3 in various organizations.**
- (v) The Service Provider should have its own Bank Account.
- (vi) The Service Provider should have valid PAN and GSTIN.
- (vii) The Service Provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Schemes.
- (viii) Average Annual turnover for Tenderers in the last three years i.e. 2015-16, 2016-17 & 2017-2018 shall not be less than Rs. 1.00 Crore for schedule-1, Rs. 2 Crore for Schedule-2 and Rs. 1 Crore for Schedule-3. If applied for all schedule, the turnover shall be 4 crores.
- (ix) The turnover benchmark given in (i) above will not apply to Micro and Small Enterprises (MSE).
- (x) Documents showing having successfully completed at least one previous work order (For the schedule it is participating) of value not less than Rs.25.00 Lakhs for Schedule-1, Rs. 50.00 Lakhs for Schedule-2 and Rs. 25.00 Lakhs for Schedule-3 per annum related to providing manpower (Attach PO/Work Order copy & satisfactory completion certificate attested copy).

- (xi) The Service Provider shall submit affidavit stating that the agency or the proprietors of the agency quoting this tender are/have not been blacklisted by Central Government/State Government/any PSU/any other firm.
- (xii) All documents required as per Table at 5(iv) be attached necessarily.

Non-compliance with any of the above conditions by the Service Provider Company / Agency will amount to non-eligibility for the services for which tender has been floated and its bid will be rejected summarily.

7. TERMS AND CONDITIONS:

A. General:

- i. The contract is likely to commence from 01.01.2019 and shall be valid for a **period of Two Years**. CMSS shall have option to extend the contract for a period not exceeding **Six (06) months** at a time if mutually agreed between the CMSS and the Service Provider on the same terms and conditions. Total period of contract shall not exceed **30 months** including original period and period of extension.
- ii. The contract shall automatically expire after two years from commencement of the contract unless extended further by the mutual consent of contracting Agency and this CMSS.
- iii. The contracting Company/ Firm/ 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 this CMSS.
- iv. The tenderer will be bound by the details furnished by him/her to CMSS, while submitting the tender or at subsequent stage. In case, any of such documents/information 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.
- v. Financial bids of only those tenderers who are declared qualified technically shall be evaluated.
- vi. The Director General and Chief Executive Officer, CMSS reserves right to terminate the contract during initial period also after giving **two month 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 04 months to CMSS**.
- vii. The contracting service provider 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.
- viii. The manpower employed by the service provider shall be required to work normally as per the CMSS working days i.e. from **Monday to Friday at 9.30 AM to 6.00 PM with a lunch break for ½ hrs from 1.00 PM to 1.30 PM**. 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.

- ix. The selected contracting Company/ Firm/ Agency shall furnish the following documents in respect of the individual Attendants who will be deployed by it in this Department before the commencement of work.

Sl. No.	Requirement	Time period in which it must be made available
1	List of persons shortlisted by service provider for deployment at CMSS containing full details i.e. date of birth, marital status, address, educational and professional qualification, experience etc	Before commencement of work
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

- x. In case, the person deployed by the successful Company/ Firm/ Agency commits any act of omission/ Commission that amounts to misconduct / indiscipline/ incompetence and security risks, the 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.
- xi. The tendering company shall provide identity cards to the personnel deployed in the CMSS carrying the photograph of the personnel and personal information as to name, DoB, Age and Identification mark etc. It may be ensured that deployed staff/manpower always display the ID Card while on duty in CMSS premises.
- xii. The service provider 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.
- xiii. The service provider 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.
- xiv. The person deployed shall be required to report for work at 9:30 AM to the CMSS office under whom they are deployed which will be intimated separately and would leave at 6.00 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.
- xv. The Agency shall depute a Coordinator, out of the deployed personnel, 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. The coordinator shall be deputed in the office of CMSS its own cost. The Coordinator shall be available one day in the CMSS office in every week, failing which action may be taken against Agency whatsoever.

- xvi. **The service provider shall be solely responsible for the redressal of grievances / resolution of all /any disputes between service provider and persons, it deploys with CMSS. The service provider must instruct the persons deployed at CMSS that they should not involve CMSS in any manner in such matters. The CMSS shall, in no way, be responsible for settlement of such issues whatsoever.**
- xvii. It will be the responsibility of the service providing 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.
- xviii. 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. Each person deployed at CMSS will have to furnish a declaration in this regard.**
- xix. CMSS shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing Agency in the course of their performing the functions/ duties, or for payment towards any compensation.
- xx. The persons deployed by the service providing 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.
- xxi. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing 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.
- xxii. The agency will provide the list of short listed candidates to CMSS. CMSS may conduct test/interaction at CMSS Headquarter for final selection of candidates. Expenses towards TA/DA for appearing in test/interview if any shall not be borne by CMSS.
- xxiii. The agency may submit bid by quoting cost to company (CTC) price plus service charge and GST as per BOQ. In case the agency quotes nil service charges or un-realistically low service charge, the responsibility to meet corresponding expenses on its own will be that of the agency. The CMSS expects that the agency will not subsequently cut cost in providing appropriate resume and meeting other compliances as laid down in tender.
- xxiv. **The service provider 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 service provider will make it liable for debarment for a period of two years and its bid will be summarily rejected.**

B. FRAUD AND CORRUPT PRACTICES:

- (i) The applicant 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 an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant 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.

- (ii) Without prejudice to the rights of the CMSS Clause i. hereinabove, if an Applicant 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 Applicant 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 Applicant 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.
- (iii) For the purposes of this clause 1, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) “Corrupt practice” means (i) 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 (ii) 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 or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project or the LOA or the Agreement.
 - b) “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;
 - c) “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;
 - d) “undesirable practice” means (i) 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 (ii) having a Conflict of Interest; and
 - e) “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;
 - f) “Undesirable Practice” means (i) 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 (ii) 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. LEGAL:

- (i) The Service provider 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.
- (ii) The Service provider 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.

- (iii) The Service provider 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.
- (iv) 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 service provider by CMSS.
- (v) In case, the tendering service provider 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 or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms.
- (vi) Settlement of disputes will be as per Indian Arbitration and Conciliation (Amendment) Act-2015 and venue will be CMSS, New Delhi.

D. FINANCIAL(Packet-2):

- i. Signed and Scanned copy of RTGS/NEFT e-receipt in r/o Earnest Money Deposit (EMD) as per schedule given below [Scanned copy of details of EMD submitted].

Sl.No.	Schedule	EMD
1	Schedule -1	Rs. 1.00 Lakhs
2	Schedule -2	Rs. 2.0 Lakhs
3	Schedule-3	Rs. 0.75 Lakh

If applying for all schedules, the total EMD will be 3.75 lakhs.

- ii. The EMD in respect of the Agency which do not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. **Further, if the Agency fails to deploy manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
- iii. The successful tenderer will have to deposit a Performance Security Deposit equal to 5% of work order value **within 15 days of the receipt of the formal order.** The performance security will be furnished in the form of the Account Payee Demand Draft/Bank Guarantee/NEFT/RTGS drawn in favour of Central Medical Services Society payable at New Delhi. The performance security should remain valid for a period of 120 days beyond the date of completion of all the contractual obligations of the supplier **(i.e. 24 months + 4 months).**
- iv. In case of breach of any terms and conditions attached to this contract, the performance security Deposit of the Agency will be liable to be forfeited by this CMSS besides annulment of the contract.
- v. The Agency shall raise the bill, in duplicate, along with attendance sheet to the Administrative Division under whom the outsourced personnel has been deployed in the first week of the succeeding month.

- vi. The Claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till proof is furnished, at the discretion of CMSS.
- vii. The Central Medical Services Society reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

E. FINANCIAL BID:

- (i) "Packet 2" contains the Price Bid of the Tenderer.
- (ii) Bid should be uploaded online in the form of BOQ.XXXXXX.xls as per **Annexure-IX**.
- (iii) Format of the Schedules of price bid is available in **Annexure-IX** for reference only.
- (iv) **GST:-**
 - a. If, it is desired by the tenderer to ask for GST to be paid as extra, the same must be specifically stated. In the absence of such stipulation in the tender, no liability of GST will be accepted. Variation in GST or any other applicable tax imposed subsequently by Government shall be allowed.
 - b. BOQ has column for CTC salary per month (Col. 4), Service charge levied by the Agency (Col. 5) and GST (Col. 6). The CTC salary will be as per Minimum Wage of Govt. of NCT of Delhi for all positions. Tenderers have to fill in Service charge in column 5 and GST in column 6. The total All Inclusive (**AI**) value will be calculated by the system in column 7 as per **Annexure-IX**.
 - c. Since break-up of CTC salary would be different for different bidders, full breakup of each component such as per HR policy and compliances to State Government orders may be submitted separately in PDF format as per **Annexure-VIII**.

8. EVALUATION CRITERIA:

- (i) The evaluation committee will be constituted by the CMSS to evaluate the Technical Bid on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and point system specified in the sheet at p.no.18. Each responsive Bid will be given a **technical score** (St). A Bid shall be rejected at this stage if it does not respond to important aspects of the tender condition and particularly the Terms of Reference or if it fails to achieve the minimum technical score indicated in the sheet at p.no.18.
- (ii) Financial Bid will remain unopened for those Agencies which would fail to achieve the minimum **technical scores** indicated in the sheet at p.no.18. Financial Bid shall be opened for those agencies who met the minimum qualifying mark will then be inspected to confirm that they have remained sealed and unopened. These Financial Bid shall be then opened, and the total prices read aloud and will be recorded.

- (iii) The lowest evaluated Financial Bid will be given the maximum **financial score** (Sf) of 100 points. The financial scores (Sf) of the other Financial Bid will be computed as indicated in the sheet below. Bids will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Bid; F = the weight given to the Financial Bid; T + F = 1) indicated in the Data Sheet: $S = St \times T\% + Sf \times F\%$. The firm achieving the highest combined technical and financial score will be invited for negotiations (if required) and award of contract will be given.

Criteria, Sub-criteria, and point system for the evaluation of Full Technical Proposals are:

S.No.	Description	Points
1.	Experience of the agency in providing similar/identical manpower during last three years. (Marks will be given for each assignment completed successfully). 10 Marks will be given per PO/successful execution as required in clause 6(x).	20
2.	Turnover of the company. For fulfilling eligibility as mentioned at clause 6 (viii). 10 marks will be given; remaining 10 marks will be given on bases of Turn over, Profit /Loss & sound financial health of the agency.	20
3.	Grievances/complaints/ Court cases/ Labour Commissioner complaints/ ESIC Complaints / PF Complaints etc. received against the company/bidder in last 3 years period. For NIL complaints = 20 Marks. For 2 Complaints = 15 Marks For 3 Complaints = 10 Marks For 4 Complaints = 05 Marks For > 4 Complaints zero marks will be given.	20

The minimum Technical Score (St) required to qualify is: 30 Points out of 60.

The formula for determining the financial scores is the following:

$Sf = 100 \times Fm / F$, in which Sf is the financial score, Fm is the lowest price and F the price of the bid under consideration.

The weights given to the Technical and Financial Proposals are,

Technical (T) = 0.6, and Financial (P) = 0.4

9. METHODOLOGY FOR PLACING ORDER:

(a) Technical bids evaluation criteria:-

The evaluation committee will be constituted by CMSS to evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference. The bids meeting the eligibility criteria will be shortlisted for opening of financial bid.

(b) Financial bids evaluation criteria:-

- (i) Financial bid should be as per format enclosed (**Annexure-VIII&IX**), failing which non-responsive bids will be rejected.
- (ii) Comparative statements (CST) will be prepared on the basis of total of all inclusive prices as **Annexure –IX and** taking Technical & Financial score as explained on clause 8 above.

(iii) Order will be placed to L1 after Negotiation (If required).

10. SALARY /PAYMENT PROVISIONS:

- (i) The Service Provider 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.
- (ii) The payment shall be made on conclusion of the calendar month without waiting release of funds by CMSS. The payment may be made on the basis of number of working days for which duty has been performed by the personnel.
- (iii) Service Provider 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 incharge 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, Service Provider 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. The checklist of certificates and documents required to be submitted with each month's bills.
- (iv) The Service Provider 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 Service Provider 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 Service Provider must provide to their employees EPF pass books issued by the Provident Fund Department within 30 days of deployment.**
- (v) The payment will be released after the deduction of any penalty that may be imposed by the Competent Authority as per contract agreement.
- (vi) 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.
- (vii) The service provider shall deploy the manpower specified in the schedule of quantities. The CMSS reserves the right to increase/decrease the minimum manpower in a given calendar year by $\pm 50\%$ with the approval of the competent authority by giving the Service Provider a notice of 10 working days. The payment as per the contract agreement shall be regulated accordingly.
- (viii) The Service Provider 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 Service Provider 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 Service Provider 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 service provider 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.

- (ix) In the event of default being made in the payment of any money in respect of wages of any person deployed by the Service Provider 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 Service Provider make payment of such claim on behalf of the Service Provider to the said Labour Authorities/employee and any sums so paid shall be recoverable by the 'CMSS' from the Service Provider.
- (x) 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 Service Provider to the 'CMSS' within seven days. CMSS shall be entitled to recover the amount from the Service Provider by deduction from money due to the Service Provider or from Performance Security along with administrative/departmental charges as provided in **clause-21(4)of the Contract Labour (Regulation & Abolition) ACT-1970(ACT No-37of1970)**.
- (xi) The service provider will allow CMSS or its authorized representative access to its records/premises to ascertain compliances.

11. PANALTY PROVISIONS:

(a) Failure to commence/execute work:

In case the selected service provider 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 beyond two weeks of the placement of the order for up to five weeks delays.
- (ii) After five weeks delay the CMSS may cancel the agreement and get this job carried out preferably from any other agency from the open market. The difference in cost, if any, will be recovered from the defaulting service provider as damages and he shall also be black listed for a period of five 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 service provider and may be deducted from his monthly bill.
- (ii) The selected service provider shall immediately provide a substitute not later than 10 days in the event of any person leaving the job due to his/her personal reasons or remaining absent without intimation or when CMSS request for substitute in case performance, discipline, behavior of deployed resource is not upto mark. **The delay**

by the Agency in providing a substitute beyond 10 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:**
Default on the part of the service provider in paying salary on time (By 7th of every month) to its employee or in the deposition of EPF/ESI and handing over the ESIC Card /PF No./UAN No. to each outsourced per person within one month of deployment, as applicable, shall attract penalty at the rate of 2 percent per month for such number of outsourced person 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 / misbehaviour 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) The Competent Authority for imposing the penalty shall be Director General and Chief Executive Officer, CMSS.
- (f) That in the event of any loss occasioned to the 'CMSS' as a result of any lapse on the part of the service Provider or his deployed staff and that would be established after an enquiry conducted by the 'CMSS', the said loss may be claimed from the Service Provider up to the value of the loss. The decision of CMSS will be final and binding on the Service Provider.
- (g) In case of breach of any terms and conditions stipulated in the contract, the performance security deposit of the service provider will be liable to be forfeited by CMSS besides annulment of the contract.

12. 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.

13. INDEMNITY BOND:

The service provider shall provide indemnity to CMSS for any illegal acts carried out by the manpower supplied to CMSS in its premises. The service provider 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 service provider staff deployed/ persons deputed shall not claim any compensation/ absorption/ regularization of services with the first party i.e. CMSS in any case.

14. FORCE MAJEURE:

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

- (i) Any war or hostilities
- (ii) Any riot or civil commotion
- (iii) 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;
- (iv) Any strike or lock-out (only those exceeding 10 continuous days in duration affecting the performance of the seller's/CMSS obligations.

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Annexure-I**Schedule-1 for Requirement**

Sl No.	Description	Requirement	CTC salary per month
1	<u>Executive Assistants</u>		As per Notification of Minimum Wages issued by Govt. of NCT of Delhi.
	a) Administration	03	
	b) Procurement,	05	
	c) Accounts	03	
	d) Logistics	02	
	e) Quality Assurance	02	
		[Total 15 Nos.]	

Schedule-2 for Requirement

Sl No.	Description	Requirement [20 Warehouses of CMSS located in India]	CTC salary per month
1.	Junior Pharmacist	20	As per Notification of Minimum Wages issued by Govt. of NCT of Delhi.
2.	DEOs	20	

Schedule-3 for Requirement

Sl No.	Description	Requirement	CTC salary per month
1.	<u>A) Housekeeping Staff</u>		As per Notification of Minimum Wages issued by Govt. of NCT of Delhi.
	a) Skilled	12	
b) Un-Skilled (Cleaning Staff)	03		
2.	<u>B) Security Guards</u> Security Guards (Semi-Skilled)	03	

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

Date:

To,

**DG&CEO,
Central Medical Services Society
1, Red Cross Road,
New Delhi- 110001.**

Sub : Acceptance of Terms & Conditions of Tender.
Tender No. : CMSS/Admn/195/2018
Name of Tender: PROVIDING Outsourced Manpower for Executive Assistants [Administration, Procurement, Accounts, Logistics and Quality Assurance] and Housekeeping & Security Staff for CMSS, H.Q., Delhi and Jr. Pharmacists & DEOs for 20 locations of warehouse in different locations of India.

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/ Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I/Whereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (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 90 days after opening of Tender bid/packet1.
6. 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 including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

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Annexure-III**DETAILS OF EMD SUBMITTED**

We herewith submit the EMD as per schedule mentioned below of RTGS/ NEFT bearing Transaction No. _____ Dated: _____ from _____ Bank _____ Branch in favour of Central Medical Services Society for the following Schedule.

Sl.No.	Schedule	EMD
1	Schedule -1	Rs. 1.00 Lakhs
2	Schedule -2	Rs. 2.0 Lakhs
3	Schedule-3	Rs. 75.0 Thousand

If applying for all schedules, the total EMD will be 3.75 lakhs.

Signature and Seal of Bidder

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Annexure-IV

DETAILS OF THE MANPOWER PROVIDED DURING THE LAST THREE YEARS

SCHEDULE- 1

Sl.No.	Category of Outsourced Manpower	Total No. of Persons	No. of Manpower	Name of the organization to which provided Govt./Private (Specify)	Value of Service Contract per annum	Remarks
1						

SCHEDULE-2

Sl.No.	Category of Outsourced Manpower	Total No. of Persons	No. of Manpower	Name of the organization to which provided Govt./Private (Specify)	Value of Service Contract per annum	Remarks
1.						
2.						

SCHEDULE-3

Sl.No.	Category of Outsourced Manpower	Total No. of Contracts (Nos.)	No. of Manpower	Name of the organization to which provided Govt./Private (Specify)	Value of Service Contract per annum	Remarks
1						

Signature and seal of the Tenderer _____

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Annexure-V**ANNUAL TURN OVER STATEMENT**

The Annual Turnover of M/s. _____ for the past three years are given below and certified that the statement is true and correct.

Schedule-1

Sl. No.	Financial Year	Turnover in Lakhs (Rs)
1.	2015-2016	-
2.	2016-2017	-
3.	2017-2018	-
Total		- Rs. _____ Lakhs.

Schedule-2

Sl. No.	Financial Year	Turnover in Lakhs (Rs)
1.	2015-2016	-
2.	2016-2017	-
3.	2017-2018	-
Total		- Rs. _____ Lakhs.

Schedule-3

Sl. No.	Financial Year	Turnover in Lakhs (Rs)
1.	2015-2016	-
2.	2016-2017	-
3.	2017-2018	-
Total		- Rs. _____ Lakhs.

Date:

Seal:

Signature of Auditor/
Chartered Accountant

(Name in Capital)

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Annexure - VI

CHECK LIST

Page No.

1. Checklist – Annex-VI	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
2. EMD in the form of NEFT/RTGS kept in an envelope as per Annex-III / MSE certificate for exemption	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
3. Certificate by MSE/ SSI units in support of being a MSE/ SSI unit.	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
4. Duly attested photocopy of proof of registration with the Labour Dept., under the Contract Labour Act.	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
5. Duly attested photocopy of proof of PAN/ GIR No.	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
6. Duly attested photocopy of proof of GST Registration No	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
7. Duly attested photocopy of proof of EPF Registration No	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
8. Duly attested photocopy of proof of ESI Registration No	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
9. Documents showing completing contract at least one service of value not less than Rs.25.00 Lakhs for Schedule-1, Rs. 50.00 Lakhs for Schedule-2 and Rs. 25.00 Lakhs for Schedule-3 per annum related to providing manpower. (PO copy & satisfactory completion certificate	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
10. 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 two organization /institutions served during the last three years. Present organization satisfactory report is also to be submitted.	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
11. Performa for Performance Statement	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
12. Affidavit stating that the agency/proprietors of the agency are/have not been blacklisted by	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>

Centre/State Government/PSU	<input type="text"/>	<input type="text"/>	<input type="text"/>
13. Annual Turnover Statement for 3 Years (Annex-V)	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
14. Copies of Balance Sheet & Profit & Loss Account for last three years	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
15. Mandate Form for RTGS	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
16. Self attested valid registration certificate under "Company Act/ Partnership/ MOU/ JVC"	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
17. Self attested valid License and Number under "Contract Labour Act"	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
18. Notarized Undertaking by MSE companies	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>
19. Breakup of Salary	<input type="text"/>	Yes <input type="text"/>	No <input type="text"/>

Annexure-VII**NOTARISED UNDERTAKING BY MSE COMPANIES
(In 20- Rupees stamp paper)**

I _____, S/o _____, Proprietor / Partner / Managing Director of _____ (Proprietary Concern / Firm / Company Ltd.) execute this Undertaking for myself and on behalf of _____ (Proprietary Concern / Firm / Company Ltd.).

(i) Whereas, CMSS (Tender Inviting Authority) has invited Tender for _____ and in pursuant to the conditions in the tender documents. M/s _____ (Proprietary Concern/ Firm / Company Ltd.), having _____ its Office at _____

_____ is exempted from payment of Earnest Money Deposit as indicated in the Para 5 (iii) (a) of tender document.

(ii) And whereas, in pursuant to the conditions in Clause Nos. 5(iii) (b) & (c) of the tender, the Earnest Money Deposit can be forfeited by the Tender Inviting Authority in case of violation of any of the conditions and for non-performance of the obligation under tender document.

(iii) In consideration of exempting M/s. _____ (Proprietary Concern/ Firm / Company Ltd.) from payment of Earnest Money Deposit as indicated in the tender document, I undertake to pay the said sum without any demur on receipt of demand issued by the tender inviting authority.

M/s _____

for Self and Firm / Company Ltd.

Signature and Seal

Witness:-

(1)

(2)

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Annexure-VIII**Breakup of CTC to be paid by selected agency to deployed outsourced manpower.**

Components	Remarks	Executive Assistant	Junior Pharmacist	DEOs	Housekeeping Staff (Skilled)	Housekeeping Staff (Un-Skilled)	Security Guards (Semi-Skilled)
Basic							
HRA							
Medical Allowance							
Conv.							
Gro. Sal. (A)							
P.F.							
E.S.I.C.							
PT							
T. DED. (B)							
Net Salary (A-B)							
P.F.							
PF Admn.							
EDLI							
EDLI Admn.							
E.S.I.C.							
Gr. Ins.							
Total (C)							
CTC (A+C)							

Note: Break-up shown above is indicative. Tenderers may prepare table in similar format as per components relevant to them.

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Annexure -IX**PACKET -2
PRICE -BID****CENTRAL MEDICAL SERVICES SOCIETY
NEW DELHI – 110001****TENDER FOR PROVIDING FOR EXECUTIVE ASSISTANTS AND HOUSEKEEPING
(Skilled & Un-Skilled) & SECURITY GUARD AT CMSS HEADQUARTER, NEW DELHI-
110001 AND JUNIOR PHARMACISTS & DEOs FOR 20 WAREHOUSES OF CMSS**

Schedule of price bid in the form of **BOQ_XXXX.xls** uploaded online.

(Below sheet is only for reference)

[Validate](#) [Print](#) [Help](#) **Item Wise BoQ**

Tender Inviting Authority: DG & CEO, CMSS

Name of Work: ONLINE TENDER FOR PROVIDING MANPOWER

Tender No: CMSS/Admn/195/2018

Bidder Name :						
PRICE SCHEDULE						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBER #	TEXT	NUMBER #	NUMBER	NUMBER
Sl. No.	Post Description	No,s	CTC Salary for each calender month	Service Charge of Agency of Col. 4 (In Rs.)	GST of (Col. 4 + Col. 5) (In Rs.)	Total All Inclusive Price (Col 4+ Col 5+ Col 6) (In Rs.)
1	2	3	4	5	6	7
1.01	Executive Assistant	15				0.00
1.02	Junior Pharmacist	20				0.00
1.03	Data Entry Operator	20				0.00
1.04	Housekeeping Staff (Skilled)	12				0.00
1.05	Housekeeping Staff (Unskilled)	3				0.00
1.06	Security Guards (Semi skilled)	3				0.00

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Annexure -X**MANDATE FORM**

01	Company Name	
02	Postal Address of the company with Telephone No., Fax No. and Mail ID.	
03	Name of the Managing Director / Director / Manager Mobile No. / Phone No. E-mail ID.	
04	Name and Designation of the authorized company official Mobile No. E-mail ID	
05	Name of the Bank, Branch Name& address. Branch Code No. Branch Manager Mobile No. Branch Telephone no. Branch E-mail ID	
06	9 digit MICR code number of the bank and branch appearing on the MICR cheque issued by the bank.	
07	IFSC code of the Branch	
08	Type of Account (Current / Savings)	
09	Account Number (as appear in Cheque book)	

(in lieu of the bank certificate to be obtained , please **attach the original cancelled cheque** issued by your bank for verification of the above particulars).

I /We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would

not hold M/s. Central Medical Services Society (CMSS) responsible. I have read the conditions of the tender/agreement entered and agree to discharge the responsibility expected of me / from the company as a tenderer /successful tenderer.

Date:

Company Seal

Signature

Place:

(Name of the person
Signing with designation)

CERTIFIED THAT THE PARTICULARS FURNISHED ABOVE BY THE COMPANY ARE
CORRECT AS PER OUR RECORDS.

Bank Seal with address.

Signature of the authorized
official of the bank.

Annexure-XI**Instructions for Online Bid Submission**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>

REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / n- Code / e-Mudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS:

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS:

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS:

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS:

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
 - 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk Ph.:0120-4200462, 0120-4001002. Mobile: 91 8826246593
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Annexure-XII**Location details of CMSS 20 Warehouses for providing Jr. Pharmacists and Data Entry Operators**

Sl.No.	Location	State
1	Ahmedabad	Gujarat
2	Bangalore	Karnataka
3	Bhopal	Madhya Pradesh
4	Jajpur (Cuttack)	Odisha
5	Chandigarh	Chandigarh
6	Pathankot	Punjab
7	Chennai	Tamilnadu
8	Delhi	Delhi
9	Guwahati	Assam
10	Agartala	Tripura
11	Hyderabad	Telengana
12	Jaipur	Rajasthan
13	Trivandrum	Kerala
14	Kolkatta	West Bengal
15	Lucknow	Uttar Pradesh
16	Srinagar	Uttarakhand
17	Mumbai	Maharashtra
18	Patna	Bihar
19	Ranchi	Jharkhand
20	Raipur	Chattisgarh