

NATIONAL COMMISSION FOR HOMOEOPATHY.

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NOTICE INVITING TENDER FOR MANPOWER SERVICES



Table of Contents

| | |
|--|----|
| Introduction: | 4 |
| List of Important Dates | 4 |
| GENERAL TERMS AND CONDITIONS OF THE CONTRACT: | |
| 1. Place of deployment of the Manpower (s) at NCH, Delhi | 4 |
| 2. Period of Contract, Extension, Termination : | 4 |
| 3. Cost of Tender Document: | 4 |
| 4. Estimated Bid Value: | 5 |
| 5. Bid validity Period: | 5 |
| 6. Earnest Money Deposit: | 5 |
| 7. Debarred Bidders: | 5 |
| 8. Performance Security Deposit: | 6 |
| 9. Bank details for online transaction | 6 |
| 10. Mode of Submission of Bid: | 7 |
| 11. Service Charge: | 7 |
| 12. Evaluation of Bid: | 7 |
| 13. Clarification about Tender/Bid | 7 |
| 14. Eligibility Criteria | 7 |
| 15. Terms of Reference: GTC & SLA | 9 |
| 16. Service Details, Standards and Assumptions: | 9 |
| 17. Special Terms of Contract | 9 |
| 18. Quoted Service Price/Charges | 10 |
| 19. Reimbursement of Payments: | 11 |
| 20. Complaint redressal: | 12 |
| 21. Liquidated Damage: | 12 |
| 22. Penalty: | 12 |
| 23. Correction of errors: | 12 |
| 24. Dispute Resolution and Arbitration Clause: | 12 |
| 25. Court of Jurisdiction: | 13 |
| 26. Disclaimer: | 13 |
| 27. Pre-Contract Integrity Pact: | 13 |
| Annexure I Debarred Bidder | 14 |
| Annexure II Special Terms and Conditions | 15 |
| Annexure III List of Manpower | 19 |
| Annexure IV Pre integrity Pact | 21 |
| FORM – A - Acceptance Of Tender Conditions | 28 |
| FORM – B – Legal Entity about the Bider Organization | 29 |
| FORM – C – Bidder Financial Capacity/Networth | 31 |
| FORM – D - Bidder Financial Turnover & Total no. for Manpower Services | 32 |
| FORM – E – Bidder Experience for Specific Manpower Service | 33 |
| FORM - F - Litigation history | 34 |
| FORM – G - SCHEME FOR ALLOTING MARKS FOR TECHNICAL CRITERIA | 35 |
| FORM – H – Financial Bid | 36 |
| FORM – I - LETTER OF TRANSMITTAL | 37 |
| Check List | 38 |

Introduction: The Central Government constituted the National Commission for Homoeopathy vide notification 5th July 2021 to exercise the powers conferred upon, and to perform the functions assigned as per NCH Act. The National Commission for Homoeopathy Act has been enacted to provide for Medical Education and Professionals in Homoeopathy in all aspects of Medical Services adaptable to the changing needs of the time.

List of Important Dates

| Important Events | Date: | Time: |
|--|--|-------|
| Date & Time of Publication of the Notice Inviting Tender | 27.06.2024 | 17.00 |
| Clarification start date and time through Email: As per Gem Portal | 28.06.2024 | 17.00 |
| Clarification end date and time through Email: As per GeM Portal | 01.07.2024 | 15.00 |
| Clarification issue date and time/Pre-bid meeting As per GeM Portal | 02.07.2024 | 15.00 |
| Last Date and time of online Bid submission in GeM portal | 12.07.2024 | 15.00 |
| Date and Time of Opening of Technical Bid As per GeM Portal | 13.07.2024 | 15.00 |
| Date and time of opening Financial Bid | Will be notified later to the Technically qualified bidders. | |

In case, any of the above dates falls on holiday, then the scheduled event shall be carried out on the next working day and no separate notice in this regard will be issued.

- 1. Place of deployment of the Manpower (s) at NCH, Delhi:** The manpower(s) will be deployed at National Commission for Homoeopathy, Headquarter, New Delhi. However, for specific short term assignment the deployment of the man power shall be as per the need of the project and number may increase or decrease.
- 2. Period of Contract , Extension & Termination:** The Contract will be initially for one year subject to annual extension further for maximum 2 (Two) years, depending on performance of vendor and at discretion of the National Commission for Homoeopathy (hereafter referred as Commission), However, the Commission reserves the right to terminate the contract at any time after giving **One Month's Notice** to the firm (hereafter referred as "Vendor"), also if the vendor fails to provide the satisfactory services in quality or if the Manpower is not required further.
- 3. Cost of Tender Document : Free of Cost**
- 4. Estimated Bid Value: (Rupees Rs.4.46 crores Only) for one year including Service Charges.)** For One years Estimated Bid Value indicated above is being declared solely for the purpose of guidance for Earned Money Deposit (EMD) amount and for determining the Eligibility Criteria

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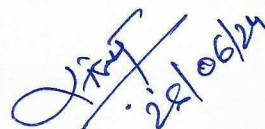
related to Turn Over, Past Performance and Project / Experience etc. This has no relevance or bearing on the price to be quoted by the bidders/ vendors and is also not going to have any impact on bid participation.

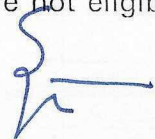
5. **Bid Validity Period** : 180 days The Bid must remain valid for a period of **180 (One Hundred Eighty) days** from the date and time of opening of the financial Bid. Participating Bidders must agree to increase the period of bid validity in case it is required by the Commission.

6. **Earnest Money Deposit (EMD)** : Rs. **25.00 lakhs**

- It will be mandatory for a bidder to deposit earnest money deposit an amount of Rs.25 lakhs (Rupees Twentyfive lakhs only) along with the submission of bid. Bids not accompanied by the requisite amount of earnest money shall be rejected.
- The EMD may be furnished in the form of Account Payee Demand Draft / Fixed Deposit Receipt in favour of NCH from a commercial Bank / Banker's Cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form, safeguarding the Commission's interest in all respect for the bid.
- Hard copy of the bid security will have to be submitted directly to the Commission by the closing date of submission of bid, failing which the bid may be treated as incomplete & may lead to rejection by Commission without making any reference to the bidder
- No interest shall be payable upon the Bid Security / EMD or any other amount payable by the Bidder/ Vendor to the Commission under the Contract.
- The EMD shall be valid for a minimum period of four months after the closing date of submission of tender.
- Earnest Money Deposit submitted by the bidder shall be forfeited, if the bidder:
 - i. Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - ii. If it comes to notice that the information / documents furnished in its bid are false, misleading or forged; or
 - iii. Fails to furnish requisite performance security within stipulated time required as per bid condition; or
 - iv. In case the successful bidder declines/back out the Offer of Contract for whatsoever reason(s).
- Earnest Money Deposit of *unsuccessful bidders* shall be returned after the completion of the technical and financial bid process.
- Earnest money of *successful bidder* shall be extended upto submission of Performance Security/ Guarantee or will be **returned within 15 days after receipt of Performance Security/ Guarantee.**
- The firms registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSME) for the purpose of supply of manpower, are exempted from furnishing bid guarantee/EMD. The NSIC/ MSME certificate duly attested by any Notary Public with seal and date shall only be accepted and it should be manpower services.
- Exemptions to firms for Bid Security/ EMD as extended by GeM shall be adopted by Commission

7. **Debarred Bidders**: Bidders those who are debarred for participation in tenders in pursuance to the Office **Memorandum No. F.1/20/2018-PPD**, Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India dated 02 November 2021 are not eligible to





apply for the tender. (Annexure- 1)

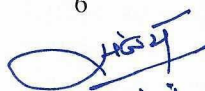
8. Performance Security/Guarantee Deposit: 5% (Five Percent) of the total cost of contract value for one year.


- It will be mandatory for the successful bidder to deposit Five percent (5%) of the total cost of the contract award value as Performance Security/ Guarantee Deposit within 15 days from the date of intimation / award ;
- Performance Security/ Guarantee deposit may be furnished in the form of Account Payee Demand Draft / Fixed Deposit Receipt in favour of NCH / Bank Guarantee (including e-Bank Guarantee), from a Commercial bank or online payment in an acceptable form safeguarding the purchase/s interest in all respects.
- Non-submission of Performance Security/ Guarantee within the specified time shall lead to forfeiting of the earnest money deposit.
- If the Vendor fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Commission to forfeit either in whole or in part, the Performance Security/ Guarantee furnished by the Vendor/Bidder.
- The Performance Security/ Guarantee deposit must remain valid for a period of sixty days beyond the period of contract and/or till the completion of all the obligations under this contract.
- In case of extension of the contract period, the validity of Performance Security/ Guarantee deposit must be extended for equivalent period of time.
- The payments to the vendor shall become due only after receipt of Performance Security/ Guarantee by the Commission.
- The successful bidder/ vendor must ensure that the performance security/ Guarantee deposit remains valid at the time of submission of bills for reimbursement, failing which the bills will be processed only after revalidation and resubmission the performance security deposit.
- No interest shall be payable upon the Performance Security / Guarantee or for any other amounts payable by the Vendor to the Commission under the Contract.
- Performance security/ guarantee deposit shall be refunded to the vendor without any interest only after satisfactory completion of all the obligations under this contract and on submission of request for this purpose.
- Unclaimed Performance Security/ Guarantee deposit shall be forfeited after three years, from the date of completion of all the obligations under this contract without any communication.
- The Performance Security/ Guarantee Deposit will be forfeited in case of supply of outsourced staff being delayed beyond the period stipulated by the Commission or non-compliance of the terms of agreement by the firm or owing to frequent absence from duty/misconduct on the part of the outsourced staff deputed by the firm. The Vendor may also be blacklisted and disqualified from participation in any future tenders of the Commission

9. Bank Details for online transaction : Performance Security/ Guarantee Deposit & Earnest Money Deposit

| | |
|-----------------------------|-------------------------------------|
| Bank Account No. | 10502082093 |
| IFSC Code: | SBIN0010651 |
| Name of the Account Holder: | National Commission for Homoeopathy |
| Name of the Bank: | State Bank of India |

6


28/06/24



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|---------|-------------------------------------|
| Branch: | CCRAS, Janakpuri, New Delhi-110058. |
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10. **Mode of Submission of Bid through GeM** This is a two-bid system bid i.e. Technical Bid and Financial Bid. The intending eligible bidders are required to upload the technical bid and financial bid as per the icons shown in GeM Portal.

11. **Service Charges including Statutory Taxes and GST:-** Intending Bidder shall quote its service charges/ rates including all statutory taxes, GST, etc. which shall not be more than 7% in total. The claim for additional GST or taxes on Service Charge will not be separately considered.

12. **Evaluation of Bid: Least Cost System (LCS)**

- A bidder must secure Minimum Qualifying marks 60 out of total 100 marks for qualifying in the technical bid in the scheme for allotting marks for technical criteria (FORM – G).
- The financial bids of the technically qualified bidders shall only be opened.
- The technically qualified bidder who has quoted the lowest service charge including statutory taxes and GST will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 and so on.
- For this purpose, Bidder must write the percentage of Service Charges quoted by him both in words and figures, on its letter head, put full signature with date, seal and stamp and upload it in GeM Portal.
- In case of multiple L-1, the bidder having higher marks in scheme for allotting marks for technical criteria (FORM- G) will be considered as L-1. However, in case of multiple L-1 bidders situation i.e. with equal technical qualifying marks too, in such cases, the Chairperson of the Commission shall exercise his choice to choose any L-1 without assigning any reason or explanation to the remaining L-1 Bidders for selection or non-selection.
- The Evaluation Committee will put up a report on financial evaluation of the technically qualified bidders to the competent authority along with the recommendation that the least cost proposal (L-1) can be approved / invited for negotiation, if felt necessary, and for final award of contract.

13. **Clarification about tender/bid**

Any future clarification(s) and / or corrigendum(s) Addendum etc. related to tender/ bid shall be uploaded on Commission website as well as on GeM portal **and it will be treated as the part of tender document.** Format for submission of Query through Email: as per GeM Portal, is as under:

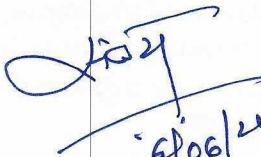
| Sl. No. | Page No of tender document | Heading | Query |
|---------|----------------------------|---------|-------|
| | | | |


14. **Eligibility Criteria**

a) **Signing of Integrity Pact:** To be eligible to participate in this tender, the intending bidder must sign the *Pre-Contract Integrity Pact* inviting tender, failing which the bid will be summarily rejected without any further communication.

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- b) **Legal entity of the bidder organization:** The valid active /updated registration of the vendor for manpower supply with competent authority should be submitted reflecting continuous five years of activation.
- c) The bidder should have been awarded manpower supply order: (i) minimum one order of 80 % or higher amount of this bid estimated value OR (ii) minimum two orders of 50 % each or higher amount of this bid estimated value OR (iii) minimum three orders of 40 % each or of higher amount of this bid estimated value, during the last three years.
- d) **The minimum average annual financial turnover:** The minimum average annual turnover of the bidder for the last three years, ending on 31st March of the previous financial year, must be minimum 30% of the estimated bid value. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods and a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid.
- e) **Over all experience in man power supply service required:** The bidder must have experience for minimum of five years of **providing manpower services to any Central / State Govt Organization / PSU / Registered Company or Firm/ Private Limited**. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the financial year.
- Certified copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid.
 - Works of similar nature means supply of manpower on outsourcing basis to any Ministry of Govt. of India, Central / State Govt Organization / PSU / Public Listed Company, Institutions or Homoeopathic Medical College/Hospital or Research Organisation of Govt. of India/State Govt./ Autonomous organisation under Govt. of India, Nationalised Banks of Govt. of India.
 - In support of experience past performance and capacity, capability should be authenticated by the person authorised to sign the tender on behalf of the bidder. Original documents must be submitted for inspection, if required.
- f) The Bidder shall submit/ upload the self attested copies of following documents along with technical Bid:
- Copy of Vendor's Trade Registration Certificate as per legal entity during last 5 years continuously.
 - Copy of proof of Regional/ Local office establishment at New-Delhi/ NCR.
 - Copy of Earnest Money Deposit.
 - Copy of Employees Provident Fund (EPF) Registration Certificate.
 - Copy of Employees State Insurance Corporation (ESIC) Registration Certificate.
 - Copy of Goods & Service Tax (GST) Registration Certificate.
 - Copy of Permanent Account Number (PAN) Card/ Tax Deduction and Collection Account Number (TAN) Card in the name of Vendor firm.
 - Copy of the complete Tender Documents with each page signed and stamped by the Bidder for acceptance of the Terms and Conditions as laid down by the Commission.
 - Last three years Chartered Accountant certified Audited Accounts with Balance Sheet


28/06/24



(2020-2021, 2021-2022 & 2022-23) for net worth/ financial capacity along with a separate certificate for average financial turnover for manpower services for each year to be signed by the Chartered Accountant / Cost Accountant.

- Copy of the valid Labour License issued by Labour authorities pertaining to affiliation of manpower services supply for last 5 years.
- Details of the supply of the manpower service experience in the category of Administration, Account/Audit, Legal, Medical/Ayush indicating number of manpower, project-wise and its financial turnover during last 5 years.
- Declaration by the bidder of about being penalized or any prohibition / blacklisting in carrying out the man power outsourcing services by any office/ organization/ authority.
- Pre contract Integrity Pack
- **All Forms duly signed and stamped, as are attached with this tender document.**

g) **Local Office: at NCR of Delhi:** The participating bidder must have registered office/ Branch office in NCR/ Delhi. Bidder must upload duly authenticated Registration Certificate for this purpose.

h) The Vendor should indicate paging on all the enclosures properly and the entire bid document submitted, should be signed and stamped by vendor or his authorized signatories.

i) The Bid incomplete in any respect will be rejected out-rightly without any intimation.

j) The bid splitting will not be permissible. The successful bidder must be able to provide the required number of man power in each category.

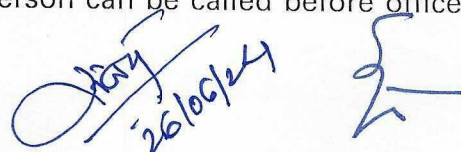
15. Terms of Reference: General Terms and Conditions (GTC) & Service Level Agreement (SLA)

General Terms and Conditions (GTC) and Service Level Agreement (SLA) for Man power Hiring services of GeM will be the Terms of Reference for all purpose and shall include as terms & conditions as mentioned in **Annexure II**.

16. Service Details, Standards and Assumptions: The Commission will no way be responsible for the violation of any Rules and/ or infringement of any other Laws for the time being in force, either by the Manpower or by the Service Provider/ Vendor. The Manpower as well as the Service Provider/ Vendor shall comply with the relevant Rules and Regulations applicable at present and as may be enforced from time to time, for which the Commission will not be liable or responsible any manner. The onus of compliance to all the applicable Laws/ Acts/ Rules etc. shall only rest with the Service provider/ Vendor.


17. Special terms of the contract

- The general service details/terms of the deployed staff shall be considered as per the guidelines issued from time to time by the Ministry of AYUSH / Central Government and as decided by the Commission unless until specified
- Leave: The terms of leave of the deployed personnel shall be as under-
 - a. Service is being hired on annual basis Office time being for 8.30 hours including half an hour for lunch. Any deployed person can be called before office time or can be

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retained after office hours or even can be called during non-working days considering the requirement of the work.

- b. The deployed Manpower will be entitled to casual leave as per guidelines issued by Ministry of Ayush or Central Govt. or as decided by Commission/Competent Authority. No advance leave will be granted unless worked for such month (s). Non utilized casual leave, if any, shall not be carried forward to next calendar year.
 - c. For 3 days late arrival or early departure or both, in a calendar month, necessary deduction in pay shall be done.
 - d. No encashment of leave standing at credit, will be allowed.
 - e. Whenever, the manpower deployed in NCH, Delhi, goes on leave for more than a week or remains absent, the agency will provide substitute as stop gap arrangement.
 - f. Beyond specified leave as applicable, any absence will be treated as leave without remuneration and necessary deduction will be made by NCH, Delhi.
- No extension to the deployed manpower will be allowed beyond the period of contract. The extension of deployed manpower services shall be as per the laid down policy of Ministry of Ayush/Central Govt.
 - Statutory Payments viz. EPF/ESIC etc. if applicable, will be reimbursed as per Govt. of India Rules.
 - As and when required, Commission at his discretion, reserves the right to ask the vendor to **provide new category of manpower or discontinue existing category of manpower or change in the category of manpower.**
 - The manpower deployed by the vendor shall be employees of the agency/ vendor for all intents and purposes and in no case, there shall be relationship of Employer and Employee between the NCH and the said manpower. The agency shall be responsible for the suitability, medical fitness and police verification of the character and antecedents of manpower provided by them for deployment in the Commission. The Commission shall not be responsible for any act of indiscipline, any medical claim and compensation of any personnel employed through the agency. The agency shall be liable for payment of their wages etc. and all other dues payable under Labour Laws, Regulations and other statutory provisions.
 - The manpower employed by the agency and deployed in Commission, shall have no right to claim, whatsoever, for any new/ further appointment in the Commission on temporary/ad-hoc/daily wages/regular capacity on the basis of their work with the vendor in Commission office. An undertaking shall be obtained by the vendor before deployment and shall be submitted to the Commission. Work experience if required by any manpower, shall be provided by the vendor with the consent of NCH after obtaining no dues from the Commission.
 - The agency shall keep the Commission indemnified against all claims whatsoever in respect of the employees deployed in Commission at various point of time. In case any employee deployed in the Commission through the agency enters in dispute of any nature whatsoever it will be sole responsibility of the agency to contest the same at appropriate forum(s) at its own cost, risk and responsibility.
 - **List of Current Manpower Required : Attached as Annexure III**
18. **Quoted Service Price/Charges:** Prices quoted by a prospective bidder must be final in all respect. It should include all statutory taxes, levies, cess, GST, etc. Any request for additional payment or advance payment for any purpose will not be considered unless revised by


26/06/24



Department of Labour, where minimum wages is applicable. There should not be any cutting / overwriting in the rates, failing which the bid can be rejected.

19. Reimbursement of Payments:

- The vendor will credit the payment of monthly wages of Manpower in the bank account of personnel deployed through online transfer mode, by 7th day of the succeeded month at the agreed wages. The vendor shall credit the EPF / ESIC contribution to the Department concerned (in r/o manpower which is paid wages on minimum wages rates) , within the stipulated time limit of the said organizations and shall submit the copy of the same as proof to the Commission along with the bill.
- The Vendor shall submit the following documents within ten working days for reimbursement of payment:-
 - a. Original Bill & Tax Invoice
 - b. Attendance Statement of all the categories of Manpower duly signed by the Agency.
 - c. Payment confirmation/ Proof of Bank Transfer of Wages to individual employee for reimbursement
 - d. Up-to-date EPF Payment Confirmation Receipt / TRRN, if applicable.
 - e. Up-to-date EPF Combine Challan of Account No. 1,2,10,21 and 22, if applicable
 - f. Up-to-date Electronic Challan-cum-Return (ECR) for EPF, if applicable.
- The Vendor shall be liable for payment of their wages etc. and all other dues payable under Labour Laws, Regulations and other statutory provisions and submit the proof as and when required by NCH.
- The payment of wages etc. to manpower in time is the sole responsibility of the Vendor on the basis of certified copy of biometric attendance to be provided by NCH to the vendor within three working days after closure of the month.
- The Vendor shall adhere to all Central, State Govt. Taxes / Duties / Levies/CESS, GST, etc. as are applicable as per rules from time to time.
- The deduction of Income Tax from the bills of the Vendor will be made at source under Income Tax Act as applicable from time to time and TDS on GST will also be deducted if applicable. The vendor shall provide Form 16 to the manpower if Income Tax is deducted by the vendor.
- The minimum wages of the manpower, where applicable, is subject to revision as per orders issued by Department of Labour and Employment(GNCT)/Ministry of AYUSH/Govt. of India, from time to time and will be automatically applicable on revision which will also affect rates of administration charges of the Vendor and rates for GST as applicable.
- The Vendor shall be responsible for timely compliance of the obligations under various Laws and Acts, namely Minimum Wages Act, ESIC Act, Payment of Bonus Act, Workmen's Compensation Act etc. or under any other statutory requirements as applicable and amended from time to time, in respect of the manpower deployed and also to present the documents to the NCH, Delhi.
- The Service Charges quoted by the Agency shall be including statutory taxes, GST, etc. No additional GST, statutory taxes, etc. will be reimbursed by NCH on the Service Charge and the agency will ensure remittance of these taxes to the concerned authority.
- No advance payment, in any case, would be made to the Vendor. The periodicity of payment to the Vendor shall be monthly. The firm shall submit the monthly bill after the end of a calendar month and by 7th of every month along with the attested photocopies of the Service Tax, EPF, ESI, GST etc. in prescribed format towards the payments made


11
26/05/24



by the Vendor that shall be processed for payment by the Commission otherwise the payment will not be made by the Commission to the Vendor.

- The Vendor should provide Pay Slip to the Personnel deployed by it in Commission's office.
- EPF and ESI, if applicable, will be payable after valid documentary proof as per Government of India Guidelines. Vendor is responsible to provide such documents to Commission.
- EPF contributions are payable on maximum wage ceiling of Rs. 15000/- The manpower can pay at a higher rate and in such case Commission is not under any obligation to pay at such higher rate. ESI Contribution are Payable on Maximum wages ceiling of upto Rs 21000/-, as amended from time to time.
- Statutory deductions, as applicable, will be deducted from the payments to be made to the Vendor.

20. Complaint redressal: That if any complaint is received from or against the deployed manpower, it shall be dealt with by the Vendor agency. However, it will not prohibit Internal Committee of NCH as appointed to enquire and to recommend to take necessary action by the vendor agency.

21. Liquidated Damage


- The successful bidder shall provide as per the agreement all the indented outsourced manpower to NCH immediately from the day of start of contract. Thereafter, a maximum grace period of 04 weeks may be allowed for extension on written request with penalty of 0.5% per week or part thereof for the delayed deployment and will be charged as Liquidated Damage on delayed supplied value of particular supply destination and will be deducted from the payment.
- If the service provider fails to provide the requisite number of manpower under each category on outsourced basis within the extended period, i.e. within the period of Liquidated Damage, the agreement will be cancelled, performance guarantee will be forfeited and the bidder will be Blacklisted for subsequent 02 (Two) financial years.

22. Penalty: If any information or documents uploaded by the bidder in the tender paper/during procurement process are found to be misleading or incorrect at any stage, the tender of the relevant item or whole tender of the bidder shall be cancelled and the concerned bidder shall be black listed for participating in tender for at least subsequent 2 tender of similar nature in coming years. The EMD / Performance Security amount shall be forfeited.

23. Correction of errors: NCH, Delhi reserves the right to make necessary corrections to the errors viz. typographical errors, misprints, errors in numbers, symbols, etc. observed in the notice inviting tender at any time during the course of the tender process and such corrections shall form the part of the notice inviting tender and binding upon all the participating bidders.

24. Dispute Resolution and Arbitration:

- In case of any dispute or difference arising out of or in connection with this contract, the authorized officials of both the parties will try to resolve the matter through mutual discussions; and in the event or there being no resolution; the matter shall be referred for arbitration to a sole arbitrator to be appointed by the NCH. The Arbitration and Conciliation Act, 1996 will be applicable for the arbitration proceedings


26/06/24



- There will be no objection to the contractor that the Arbitrator is in service of the `NCH, New Delhi, and that he had dealt or to deal with the matters to which the contract relates or that in the course of his duties as an employee of the NCH, - he had expressed view on all or any of the matters in dispute or difference.
- The Arbitrator shall give reasoned and speaking award. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reasons, it shall be lawful for the `NCH, Delhi' to appoint another arbitrator in place of outgoing arbitrator in the manner aforesaid.
- The cost of arbitration including the fees of the Arbitrator shall be borne by both the parties equally and will be adjusted, if required, after the award of arbitrator.
- Each party shall be responsible for its own costs and professional fees, etc. if any.
- The venue of arbitration shall be Delhi.
- The proceedings shall be in English/Hindi language.

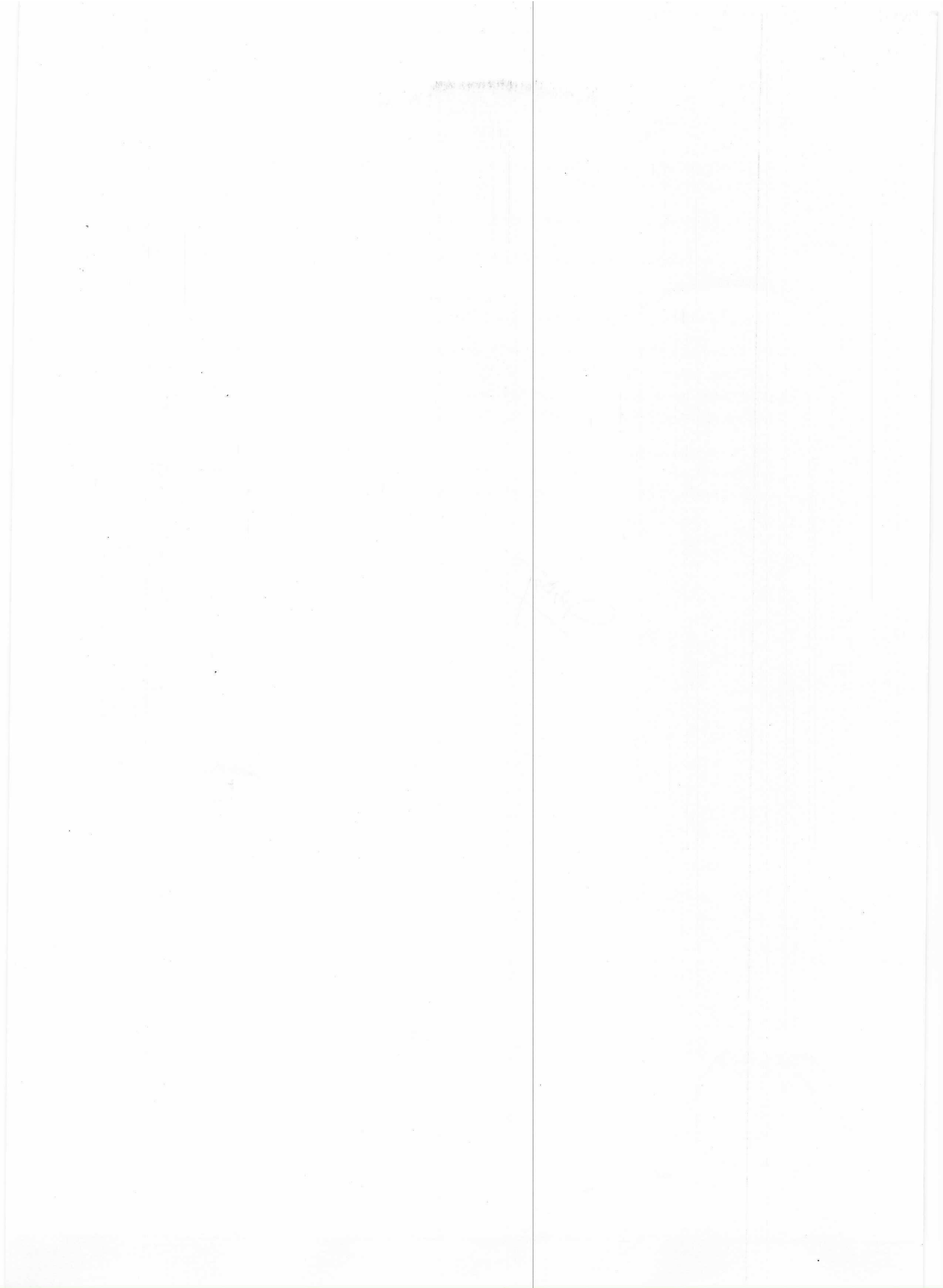
25. **Court of Jurisdiction:** This shall be subject to the exclusive jurisdiction of Courts at High Court of Delhi.

26. **Disclaimer:** National Commission for Homoeopathy reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document including category and/ or number of manpower to be outsourced or to reject any or all tenders without giving any notice or assigning any reason by issue of addendums, corrigendum, etc. and all such addendums, corrigendum shall be part of the tender document. The bidders are required to submit their bids including such corrigendum and addendum. The decision of the Commission in this regard shall be final and binding upon all the bidders.

27. **Pre Contract Integrity Pact:** The Integrity pact essentially envisages the agreement between prospective vendors / Bidders committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed as **Annexure- IV**. The "Integrity pact should be with Govt. issued Stamp paper of Rs. 100 duly filled as per format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/Stamp in every page.


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145

20. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.
21. The period of debarment shall start from the date of issue of debarment order.
22. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.
23. Ordinarily, the period of debarment should not be less than six months.
24. In case of shortage of suppliers in a particular group, such debarments may also hurt the interest of procuring entities. In such cases, endeavor should be to pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve.
25. All Ministries/ Departments must align their existing Debarment Guidelines in conformity with these Guidelines within two months of issue of these Guidelines. Further, bidding documents must also be suitably amended, if required.


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199

sufficient opportunity has not be given to the firm to represent against the debarment, such debarment requests received from Ministries/ Departments shall be rejected.

14. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances

15. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by any Ministries/ Departments/ Attached/Subordinate offices of the Government of India including autonomous body, CPSUs etc. after the issue of a debarment order.

16. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

Revocation of Orders

14. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

15. A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

Other Provisions (common to both types of debarment)

16. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by the Ministry/ Department. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

17. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

18. Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.

19. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".

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143

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

7. It is possible that the firm may be debarred concurrently by more than one Ministry/ Department.

8. Ministries/ Departments at their option may also delegate powers to to debar bidders to their CPSUs, Attached Offices/ Autonomous Bodies etc. In such cases, broad principles for debarment in para 5 as above are to be kept in mind. Debarment by such bodies like CPSUs etc. shall be applicable only for the procurements made by such bodies.

9. Similarly, Government e-Marketplace (GeM) can also debar bidders upto two years on its portal.

10. In case of debarments under para 8 as above, revocation the debarment orders before expiry of debarred period should be done only with the approval of Chief Executive Officer of concerned CPSUs etc.

Debarment across All Ministries/ Departments

11. Where a Ministry/ Department is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, the Ministry/ Department concerned, should after obtaining the approval of the Secretary concerned, forward to DoE a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. DoE will issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. This scrutiny is intended to ensure uniformity of treatment in all cases.

12. The firm will remain in suspension mode (i.e. debarred) during the interim period till the final decision taken by DoE, only in the Ministry/ Department forwarding such proposal.

13. Ministry/ Department before forwarding the proposal to DoE must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm). If DoE realizes that



192

- c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity which in the opinion of the Ministry/ Department, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc.
 - d. It shall not be circulated to other Ministries/ Departments. It will only be applicable to all the attached/ subordinate offices, Autonomous bodies, Central Public Sector Undertakings (CPSUs) etc. of the Ministry/ Department issuing the debarment Order.
 - e. The concerned Ministry/ Department before issuing the debarment order against a firm must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).
 - f. Secretary of Ministry/Department may nominate an officer at the rank of Joint Secretary/Additional Secretary as competent authority to debar the firms.
 - g. Ministry/ Department that issued the order of debarment can also issue an Order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same. Ordinarily, the revocation of the Order before expiry of debarred period should be done with the approval of Secretary concerned of Ministry/Department.
 - h. The Ministry/Department will maintain list of debarred firms, which will also be displayed on its website.
 - i. Debarment is an executive function and should not be allocated to Vigilance Department.
6. Code of Integrity as contained in Rule 175 of the GFRs is reproduced as under:

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

(i) prohibition of

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.*
- (b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.*
- (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.*
- (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.*
- (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.*
- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.*
- (g) obstruction of any investigation or auditing of a procurement process.*

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Guidelines on Debarment of firms from Bidding

1. The Guidelines are classified under following two types:
 - (i) In cases where debarment is proposed to be limited to a single Ministry, the appropriate Orders can be issued by that Ministry itself, thereby banning all its business dealing with the debarred firm.
 - (ii) Where it is proposed to extend the debarment beyond the jurisdiction of the particular Ministry i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

Definitions

2. Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.
3. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:
 - a. Whether the management is common;
 - b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
 - c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
 - d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - e. All successor firms will also be considered as allied firms.
4. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

Debarment by a Single Ministry/ Department

5. Orders for Debarment of a firm(s) shall be passed by a Ministry/ Department/ organizations, keeping in view of the following:
 - a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
 - b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017.


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140

3 In context of above, all issues regarding debarment have been reviewed in consultations with major procuring Ministries/ Departments and it is decided to issue attached 'Debarment Guidelines' in suppression to all earlier instructions on this subject.

4. This issues with the approval of Finance Secretary.


2.11.21

(Sanjay Aggarwal)
Advisor/ Procurement Policy Division
Email: sanjay.aggarwal68@nic.in
Tel: 23093224

To,

Secretaries, All Central Ministries/ Departments.

Secretary/ Department of Public Enterprises with a request to circulate these instructions to all Central Public Sector Undertakings (CPSUs).


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139

No.F 1/20/2018-PPD
Government of India
Department of Expenditure
Ministry of Finance
Procurement Policy Division

169-A, North Block, New Delhi,
2nd November, 2021.

OFFICE MEMORANDUM

Subject: Guidelines on Debarment of firms from Bidding

Attention is drawn towards Rule 151 of General Financial Rules (GFRs), 2017 regarding 'Debarment from Bidding' which is reproduced as under:

- (i) A bidder shall be debarred if he has been convicted of an offence—
- (a) under the Prevention of Corruption Act, 1988; or
 - (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/ Department will maintain such list which will also be displayed on their website.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

2. This department has received a reference from Department of Commerce with a proposal that the task of universal banning of firms as per Rule 151 (ii) of GFRs as above may be undertaken by Department of Expenditure or should be decentralized to individual line Ministries/ Departments as DGS&D had been wind up on 31.10.2017. Central Public Procurement Portal (CPPP) or the Department of Expenditure can then maintain a master data of all such banned firms and it can be made available in public domain.

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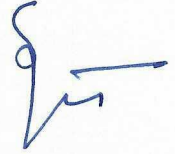
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Annexure -I

Office Memorandum No. F.1/20/2018-PPD, Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India dated 02 November 2021

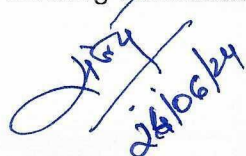
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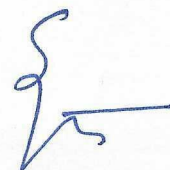

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Annexure II

- The present requirement of the manpower is approximately 55 under various categories such as Consultant of Accounts and Finance, Administration, Law, Information and Technology, Examination, Library-cum-Store and technical persons of Homoeopathy stream. However, requirement of manpower may increase or decrease as per the decision of the competent authority of the Commission/Ministry of Ayush.
- The Vendor shall not assign, transfer, pledge or sub-contract the Services.
- Successful Bidder shall deploy skilled/semi-skilled and unskilled manpower in sufficient numbers to carry out its services at the required rate of progress and of quality to ensure workmanship, of the degree specified in the contract for timely fulfilling of the Vendor's obligations under the Contract and to the satisfaction of the Commission. Outsourced manpower may include retired employees of the govt./PSU/ Grant-in-aid organization.
- The Competent Authority shall direct/ recommend to dismiss or remove any person(s), provided by the Vendor, who may be incompetent or may not conduct himself/herself properly and the Vendor shall forthwith comply with such requirements. For any damage or loss to the Commission due to any personnel, the Vendor will be responsible for compensation.
- The Vendor has to provide a photo Identity Cards to its deployed staff, to display always while on duty / carrying out the work in the Commission secretariat.
- Each Security guard has to be provided a minimum of two sets of good quality uniform, shoes etc. to wear during duty hours.
- The manpower deployed shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements / administrative / organizational matters as all this may be of confidential / secret nature.
- The Commission secretariat will forward the attendance in respect of the deployed manpower, on the basis of which Wages/Remuneration will be paid in respect of the said manpower at approved and agreed rates. The Vendor shall be responsible to keep all records of payment, attendance, leaves, etc. as necessary under the law or otherwise, about the Personnel deployed.
- The vendor will also provide the required personnel for a shorter period also, in case of exigencies as per the requirements of the Commission.
- The vendor and its supervisor shall be in contact with the Commission's Secretariat at all times and message sent by Telephone/Mobile/E-mail/Fax/Special Messenger from the Commission Secretariat to the Vendor, shall be acknowledged immediately on receipt. Vendor and its supervisor not attending or picking up the calls, will be liable for action including cancellation of the contract.


15



- The Vendor should submit duly attested certificates/supporting documents as required/ desired in support of age/educational/professional qualifications/experience etc. of the manpower to be deployed in the Commission office, prior to their deployment. If any discrepancy/ dispute arise to eligibility of any person, then such personnel shall not be deployed.
- The Vendor shall ensure deployment of suitable healthy persons from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and withdraw such personnel who are not found suitable by the office for any reasons immediately on receipt of such a request. The character and antecedents of each personnel of the firm will be got verified by the vendor through Police/District Authorities before their deployment and Police Verification Report to this effect be submitted to the Commission secretariat. The worker should be free from any contagious disease.
- The successful bidder will not make any adjustment/unauthorized recovery from the monthly wages of the employee deployed in the Commission. Whatever service charges/ profit etc. accepted by the successful bidder should be projected in tender. If any complaint received regarding unauthorized demand or recovery from the employees deployed in the Commission secretariat, the contract shall be terminated forth with and his security money deposited, will be forfeited.
- The vendor shall produce to the Commission the details of payments of statutory benefits like bonus, leave, relief etc., as applicable, from time to time to its personnel.
- The vendor shall cover its deployed personnel accident and death insurance while performing the duty and the Commission shall own no liability and obligation in this regard.
- The Vendor should depute minimum one supervisor for each seventy five personnel deployed in the Commission, for regular interaction to ensure correct performance of the services, administrative requirement/ fulfillment in accordance with the prevailing requirements agreed upon between the vendor and the commission for optimal services without any disruption.
- The age of the deployed manpower should be as per the labour laws and Government guidelines applicable. The vendor shall not employ any person below the age of 18 years old. The manpower so engaged shall be trained for providing required services.
- The attendance of the employees will be entered in the Aadhaar Based Biometric Attendance System installed at the Commission premises. The persons deployed by the vendor should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Commission. The vendor shall be responsible for any act of indiscipline on the part of the persons deployed.
- No medical facilities or reimbursement or any sort of medical claims thereof in respect of persons deployed by the Vendor, will be entertained by the Commission.

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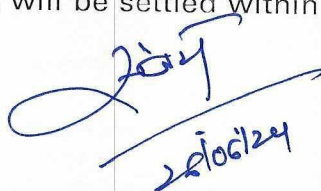
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- The deployed manpower, if deputed on tour by NCH, shall be entitled for to TA/DA as per the Guidelines issued by the Ministry of Ayush or Central Govt. or as decided by the Competent Authority/Commission.
- The personnel deployed by the vendor in the Commission, shall be employee of the vendor only and the Commission shall not be liable in any manner. All statutory liabilities shall be paid by the vendor. The vendor shall reserve the complete right to appoint and terminate the appointment of any of its deployed staff for reasons concerned to itself as employer.
- The vendor shall be required to keep the Commission updated about the change of address of manpower or change of address of vendor etc., from time to time.
- The Bidder should satisfy himself with the terms and conditions of the Contract. No claim on the ground of lack of knowledge in any respect be entertained.
- The Bidder should not have been blacklisted earlier by any of the Government Department/ organization/ PSUs etc and an affidavit in this regard shall be provided.
- The Personnel deployed by the vendor shall not claim any benefit/ compensation/ absorption/ regularization of services with the Commission under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the deployed persons to this effect will be required to be submitted to this Commission by the Vendor to whom the contract has been awarded.
- The Personnel deployed shall not claim any Master-Servant or Commission-Employee relationship with this NCH. In other words, it should be made clear to the manpower so deployed by the successful Bidder as per the Tender that no Commission-worker, employee- Commission relationship is established between the Commission or the Government of India and the workers by virtue of such deployment and no claims for temporary or permanent employment in the Commission's Secretariat shall be entertained from any or group of such workers.
- If labour license of the vendor is cancelled for any reason whatsoever or fails to renew/ obtain the license, the contract shall automatically stand terminated and the Commission shall be at liberty to recover losses, if any, from the Vendor including forfeiture of Performance Security/ Guarantee Deposit.
- The competent authority of National Commission for Homoeopathy reserves the right to accept or reject any/all tenders without assigning any reason thereof.
- The competent authority of, National Commission for Homoeopathy reserves the right to withdraw/relax/modified any of the term and conditions mentioned in the tender document if it is felt necessary in the interest of the Commission.
- The Vendor at all times should indemnify the Commission against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Commission's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Dispute Act, 1947; Maternity Benefit Act, 1961; as

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per latest amendments or any other law relating thereto and rules made there under from time to time. The Commission will not bear any responsibility in this regard.

- The Vendor shall also ensure the norms prescribed by the Human Rights Commission, Government of India, Minimum Wages Act and Industrial Disputes Act are followed or any such other legislation are fully observed and the National Commission for Homoeopathy is kept harmless and indemnified. If any non-compliance is intimated by the competent authority of the Commission, the successful Bidder has to rectify it and indemnify.
- Any relevant law/Act/Rule/Guideline operational a enforced by Central Govt. a State Govt. A Local Authority will be automatically applicable and successful bidder has to essentially comply the same.
- Escalation cost shall not be accepted on any grounds during the period of the Contract in force. However, in case of any changes in the minimum wages as per the applicable laws during the Contract period, Commission shall pay the Vendor the difference in wage from the amount mentioned in the contract on pro rata basis, after approval of competent authority
- Any dispute arising out of the Contract will be settled within the jurisdiction of New Delhi.


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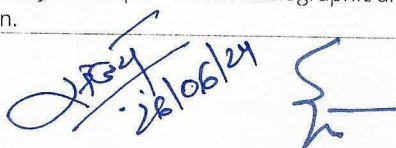


Annexure – III

List of Current Manpower Required

Note: The number, nomenclature, pay and eligibility criteria may be modified as per the need of the Commission.

| Sl. No. | Name of Posts approved on contractual basis | No. of post | Remuneration proposed | Minimum Essential Qualification |
|---------|---|-------------|-----------------------|--|
| 1 | Sr. Consultant (H) | 5 | Rs. 75000/-p.m. | Postgraduate (PG) in Homoeopathy And 10 years of experience after PG, Experience should preferably from govt. / govt aided or funded autonomous / statutory / undertaking / PSU organization. |
| 2 | Consultant (H) | 14 | Rs. 60000/-pm | Postgraduate (PG) in Homoeopathy and 05 years of professional experience after PG, Or Undergraduate (UG) and 07 years of experience Experience should preferably be from govt. / govt aided or funded autonomous / statutory / undertaking / PSU organization. |
| 3 | Senior Legal Consultant | 2 | Rs. 75000/-pm | Graduate in law and 10 years of experience (Senior) or 05 years after Graduation for Legal Consultant @ Rs. 50,000/- Experience should preferably from govt. / govt aided or funded autonomous / statutory / undertaking / PSU organization. |
| 4 | Office Assistant | 24 | Rs. 30000/- | Office Assistant Graduation in Computer Application/IT/Business Administration/B.Tech.(C.S) or (IT)/BCA/B.Sc.-IT/Graduation with one year diploma/Certificate Course in Computer from recognized institute or university And i.Office work experience of minimum 5 year for Graduate and 2 year Experience for post graduate candidates ii.Typing speed of 35 words in English or 25 words in Hindi on computer. Knowledge of MS Office-Word, Excel, Power Point, Access. |
| 5. | MTS | 15 | Skilled | Matriculation or above (As per the office of the Commissioner (Labour), Govt. of NCT of Delhi (Labour Department), Delhi order issued from time to time) |
| | Private Secretary | 4 | Rs.50000/-pm | i.Stenographic/typing proficiency ii.Computer Proficiency iii.Bachelor's degree in any subject from a recognized University/ Institute; and iv.Having minimum 05 years of experience in stenographic and Personal Assistant/ Secretary position @ salary Rs 35000/- Experience should preferably from govt. / govt aided or funded autonomous / statutory / undertaking / PSU organization. |
| | Stenographer | 9 | Rs. 45000/-pm | i.Stenographic/typing proficiency ii.Computer Proficiency iii.Bachelor's degree in any subject from a recognized University/ Institute; iv.Having minimum 03 years' Experience in stenographic and Personnel Assistant / Secretary position. |




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|-----------------------------|---|----------------|--|---|
| | | | | Experience should preferably from govt. / govt aided or funded autonomous / statutory / undertaking / PSU organization. |
| Accountant | 2 | Rs. 40,000/-pm | | i.Computer proficiency, Tally or other financial accounting software. ii.B.com Degree from recognized University / Inst. iii.3 years' experience in Cash, Account & Budget, etc. in a Government Office / PSU / Autonomous Bodies of Govt. of India/University/ reputed accounting firm. Experience should preferably from govt. / govt aided or funded autonomous / statutory / undertaking / PSU organization. |
| Consultant (A/c) | 1 | Rs. 75000/-pm | | Retired from the post of Accounts officer / Section Officer/ Under Secretary or its equivalent in the Govt. of India / State Govt./ attached and subordinate offices / PSU's / Autonomous Bodies of the Govt. of India in the respected sphere of specialisation |
| Consultant (Admn.) | 2 | Rs.75000/-pm | | Retired from the post of Section Officer/ Under Secretary / Deputy Secretary or its equivalent in the Govt. of India / State Govt. / attached and subordinate offices / PSU's, Autonomous Bodies of the Govt. of India in the respected sphere of specialisation |
| Consultant (Exam) | 1 | Rs.75000/-pm | | Post Graduation and 05 years of experience, in exam related activity or management or administration after Post Graduate. |
| Assistant Consultant (Exam) | 1 | Rs.40,000/pm | | Graduation with 05 years' experience in Education / University Exam / Management related activities |
| Assistant Consultant (Admn) | 2 | Rs 35,000/-pm | | Degree from a recognized University / Institute. 5 years' experience in a similar Government Office / PSU / Autonomous Bodies of Govt. of India / University / Educational Institution. |
| Assistant Consultant (A/c) | 2 | Rs 35,000/-pm | | B.com Degree from recognized University / Inst. with 5 years' experience in Cash, Account & Budget, Preparation of Annual Accounts, Bank reconciliation, Maintenance of ledger & Cash Book etc. in a Government Office / PSU / Autonomous Bodies of Govt. of India/University/Educational Inst., knowledge/experience of Tally, MS Office Tools (Word / Power Point / Excel etc.) |
| Senior Consultant (IT) | 2 | Rs. 75,000/-pm | | B.E/B.Tech. in Computer Science or Computer Technology or Information Technology from a recognized University or Institute and 10 years of experience (Senior) or 05 years after B.E/B.Tech. qualification for Consultant IT @ Rs. 50,000/- Experience should preferably from govt. / govt aided or funded autonomous / statutory / undertaking / PSU organization in actual software development using PHP or JAVA or ASP.Net and having experience in data base such as MYSQL/SQL/ORACLE/ POSTGRES. |
| Hindi Translator | 1 | Rs.40000/-pm | | Hindi Translator: Master's Degree in Hindi/English with English/Hindi as a compulsory or elective subject as applicable at Graduation Level and 03 years experience in translation from English to Hindi and vice versa. Preference shall be given to experience gained in Government / Govt. Autonomous Bodies |

Note: The number, nomenclature, pay and eligibility criteria may be modified as per the need of the Commission.


20/06/24



Annexure -IV

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024, between, the **National Commission for Homoeopathy through its Secretary, Dr. Sanjay Gupta** (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____ Chief Executive Officer (hereinafter called the BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part. The Integrity Pact shall be into effect till the final completion of the contract.

WHEREAS the BUYER proposes to procure outsourced manpower services and the BIDDER/Seller is willing to offer/has offered the outsourced manpower services .

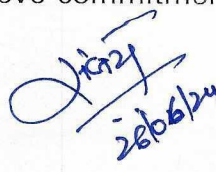
WHEREAS the BIDDER is a private company/public company/Government undertaking/ partnership, constituted in accordance with the relevant law in the matter and the BUYER is a Statutory body under the Ministry of Ayush, Govt. of India.

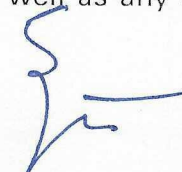
NOW, THEREFORE, To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to Enabling the BUYER to obtain manpower services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

- i. The BUYER undertakes that no official in personal or through family members or relatives of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- ii. The BUYER will, during the pre-contract stage, treat all BIDDERS alike with equity, and will provide to all BIDDERS the same information and will not provide any such additional or confidential information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS, in relation to the bidding process/contact execution.
- iii. All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

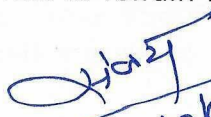

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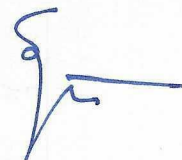
- iv. The Buyer shall exclude all known prejudiced persons from the bidding process.
- v. In case of any such preceding misconduct or substantive suspicion on the part of such official(s) is reported to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

2. **Commitments of BIDDERS** : The BIDDER commits and undertakes to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -

- i. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in order to obtain in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- ii. The BIDDER further undertakes that it has not any undisclosed agreement or understanding and has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
- iii. The bidder undertakes not to commit any offence which is unlawful anti-national or under the relevant Anti-Corruption laws of India; further the bidder will not use improperly, any information or document provided by the Commission as part of the business relationship, regarding plans, technical, proposal and business details, including information contained or transmitted electronically for purpose of competition or personal gain and will not pass the information so acquired on to other. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- iv. The BIDDER further confirms and declares to the BUYER that the BIDDER is the original supplier of manpower and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- v. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- vi. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- vii. The BIDDER commits to refrain from giving any complaint directly or through any other


- 28/06/24

22



manner without supporting it with full and verifiable facts.

- viii. The BIDDER shall not instigate or cause to instigate or allure any third person to commit any of the actions mentioned above.
- ix. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of the any of the officer of the BUYER, or alternatively, if any relative of an Officer of the BUYER has financial interest/ stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- x. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

3. Previous Transgression

- i. The BIDDER declares & swears on oath that no previous transgression impinging or anticorruption principles/ malpractice has occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- ii. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

4. Disqualification from bidding process and exclusion from future Contracts:

- i. If the Bidder/Contractor, before award or during excluding, has committed a transgression through a violation of any provision of clause 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Commission shall be entitled to disqualify the Bidder/Contractor from the Bidding process or to terminate the contract, if already signed, for such reason, and to exclude the Bidder/Contractor from future contract or award processes including blacklist. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Commission taking into consideration the full facts and circumstances of each case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 10 years.
- ii. A transgression is considered to have occurred if the Commission after due consideration of available evidence concludes no reasonable doubt is possible.
- iii. The Bidder with its free consent and without any influence agrees and undertakes to respect and uphold the Commission's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- iv. Subject to full satisfaction of the Commission, the exclusion of the Bidder/Contractor could be revoked by the Commission if the Bidder/Contractor can prove that he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, in its organization.

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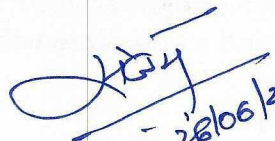
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5. Earnest Money Deposit:

- i. While submitting bid, the BIDDER shall deposit the Earnest Money Deposit as specified and at terms and conditions as mentioned in Tender Document (TD), with the BUYER.
- ii. In case of the successful BIDDER, the provisions of Sanctions for Violation of performance shall be applicable for forfeiture of Performance Security Deposit/_Guarantee Deposit in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- iii. No interest shall be payable by the BUYER to the BIDDER on Earnest Money_Deposit /Security/_Guarantee Deposit for the period of its currency.

6. Sanctions for Violations:

- i. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required: -
 - To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(S) would continue.
 - The Earnest Money Deposit (in pre-contract stage) and/ Performance Security/ Guarantee Deposit (after the contract is signed.) shall - stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India. while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum **2 years** which may be further extended at the discretion of the BUYER.
 - To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
 - Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- ii. The BUYER will be entitled to take all or any of the actions mentioned at para 6 (i) of this Pact a or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in relevant law or any other statute enacted for prevention of corruption.


- 28/06/24



- iii. The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER, shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Independent External Monitor [IEM]

| | |
|--|--|
| Shri Devendra Kumar Pathak, IPS, Retd. House No. – D/62, Road No. 1, Ashok Nagar, Ranchi, Jharkhand – 834003 Mobile No. 9650806205 Email: pathak56515@gmail.com | Shri Varanasi Udaya Bhaskar, Ex-CMD, BDL Flat No. 101, 1 st Floor, Block No. B Shri Balaji Gulmohar Township, Bachpalle, K V Rangareddy, Hyderabad-500090 Mobile no. 09490796474 e-mail: varudabha@yahoo.co.in |
|--|--|

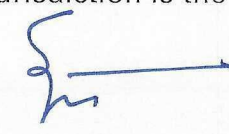

- i. The BUYER has appointed Independent Monitor (hereinafter referred to as Monitor) for this Pact, from the panel of the Central Vigilance Commission and his particulars are given above.
- ii. The task of the Monitor shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- iii. The Monitor shall not be subject to instructions by the representatives of the parties and shall perform their functions neutrally and independently.
- iv. Both the parties accept that the Monitor have the right to access all the documents relating to the project/procurement including minutes of meetings.
- v. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- vi. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Sub-contractor(s) with confidentiality.
- vii. The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- viii. The Monitor will submit a written report to the designated Authority of BUYER / Chairperson within 30 days or sufficient time from the date of reference or intimation to him by the BUYER/ BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

8. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the



BUYER, New Delhi.

10. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings. The Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behavior) and a compliance program for the implementation of the code of conduct throughout the company.

11. Validity/ Pact duration

- i. The validity of this Integrity Pact shall be from date of its signing and extend upto 12 months or such time after complete execution/completion of the contract to the satisfaction of both the BUYER and the BIDDER / Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- ii. Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

12. In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the Panel of IEM in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEM, the organization may take further action as per the terms & conditions of the contract.

13. A person signing IP shall not approach the Courts while representing the matters to IEM and he / she will await their decision in the matter.

14. The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any Civil Criminal proceedings.

15. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact.

Any violation of the Integrity Pact would entail disqualification of the BIDDER and exclusion from future business dealings, as per the existing provisions of GFR 2017, PC Act. 1988 and other relevant rules/ guidelines, etc. as may be applicable to the organisation concerned.

The parties hereby sign this Integrity Pact at _____ on _____

| | |
|-------|--------|
| BUYER | BIDDER |
|-------|--------|

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| | |
|---|-----------------------|
| | |
| Secretary | CEO/Authorized Person |
| National Commission for Homoeopathy, Janakpuri, New Delhi-110058 | M/s |
| Witness | Witness |
| 1. | 1. |
| | 2. |
| | |

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28/06/24

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FORM – A
ACCEPTANCE OF TERMS & CONDITION OF TENDER/BID
(On the letterhead of the Firm)

To

The Chairperson
National Commission for Homoeopathy,
Janakpuri, New Delhi-110058

Sub: Acceptance of Terms & Condition of Tender /Bid document-regarding

Ref: Bid/Tender document No..... Dated.....

Dear Sir

Having examined the Bid/Tender document and having submitted the technical bid for the same, I/We, the undersigned, hereby submit the technical bid for empanelment for providing the Flexi/Temporary manpower to Commission as per the schedule of requirements and in conformity with said tender document. I/We hereby declare that:

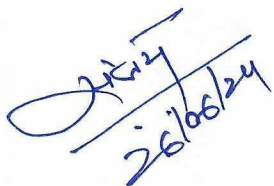
1. I/We hereby unconditionally accept the terms & conditions of the tender/bid documents in its entirety for the desired Manpower supply.
2. The contents of clauses of the Tender/ Bid document (Instructions to Bidders) have been read carefully, understood and noted wherein it is clarified that after unconditionally accepting the tender condition in its entirety, it is not permissible to put any remark(s)/conditions(s) (except unconditional rebate on price, if any) in the tender. In case this provision of the tender is found violated at any time after opening of the financial bid, I/we agree that the tender shall be summarily rejected by Commission.
3. I/we have disclosed all the information, which is correct and complete and have not hide or made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements. In case this provision of the tender is found violated at any time before the opening of the price bid/Award, I/we agree that the tender/Award shall be summarily rejected and Commission shall, without prejudice to any other right or remedy be at liberty to forfeit any other amount payable under this contract absolutely.
4. I/we will provide the requisite no. of manpower under each category as and when required by Commission.
5. If I/we will not fulfil the minimum qualifying criteria of the tender I/we not lodge any claim for opening of price part of the tender.
6. I/we declare that I/ we or our allied office have not been debarred from participation in tenders in pursuance to the Office Memorandum No. F.1/20/2018-PPD, Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India dated 02 November 2021 on GeM or any other office.
7. If the above declaration is found incorrect the present engagement shall be terminated.

Yours faithfully,

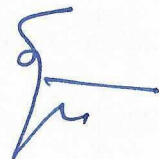
Place:

Date:

(Signature of the Bidder) with rubber stamp


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28



FORM – B

LEGAL ENTITY ABOUT THE BIDDER ORGANIZATION

(On the letterhead of the Firm)

Note: Details filed in the form must be supported by valid documents.

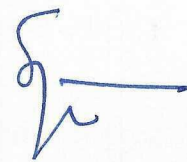
| | | |
|----|---|--|
| 1. | Details about the Bidder (Attached documents in support) (a) Name (b) Address of Headquarter (c) Address of Local Head Office (d) Telephone No. (e) Fax No. (f) e-mail ID | |
| 2. | Legal profile/ status of the Bidder (attach self attested copies of original documents defining the legal status) The Bidder is (a) Proprietary Firm/ Firm in partnership/ Limited Company (Private or public) or Corporation (b) Particulars of registration number of the firm with Registrar of Companies / Government Department/ Organization. (Attach self attested photocopy) (c) Name of Proprietor / Partners /Directors with their addresses. Mobile & Telephone numbers, Fax, E-mail address | |
| 3. | Name and Designation of individuals authorized to act for the organization. | |
| 4. | Has the Bidder, or any constituent partner in <i>case of</i> partnership firm ever been debarred/ black listed for tendering any organization at any time? If so, give details | |
| 5. | Other Details (copies to be enclosed) (a) EPF Reg. No. , Date and Valid up to: | |

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| | | |
|----|--|---|
| | (b) ESIC Reg. No. , Date and Valid up to: (c) Trade/ Company License No. Date and Valid up to: (d) PAN No./ TAN No. , Date and Valid up to: (e) GST Registration No., Date and Valid up to: (f) Labour License No., Date and Valid up to: | |
| 6. | Details of Earnest Money Deposit with essential information about mode/ form of deposit including bank/ transaction/ identification number and date of authorization. In case of relaxation and concession the details may be provided about such relaxation and concession for submission as per instructions given in the tender/ bid document. | |
| 7. | Any Other Information considered necessary but not included above | |
| | Seal of Bidder | Signature of the Bidder/ Authorized representative |

Original
- 28/06/24



FORM - C

BIDDERS FINANCIAL CAPACITY/ NET WORTH

(On the letter head of the Firm)

Financial Capacity/ Net worth: Details to be furnished duly supported by figures in Audited Accounts and Balance Sheet / Profit & Loss account for the last three years duly certified by the Chartered Accountant and as submitted by the Bidder to the Income tax Department, indicating the turnover details (Certified Copies with stamp to be attached)

| | Gross Annual Turnover | Profit/Loss | Net Worth |
|--|-----------------------|-------------|-----------|
| 2022-23 | | | |
| 2021-22 | | | |
| 2020-21 | | | |
| Average of the above Three Years (Min. 30% of EBV) | | | |

It is certified that the information furnished above is true and correct.

Signature of Chartered Accountant with Seal

Signature of the Bidder/ Authorized Signatory with Seal

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**BIDDERS FINANCIAL TURNOVER & TOTAL NUMBERS OF PERSONNEL SUPPLY FOR
MANPOWER SERVICES**

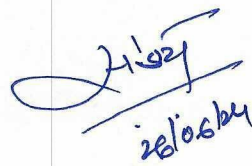
(On the letterhead of the Firm)

Average Annual Financial Turnover & Total Numbers for manpower services, : Details to be furnished duly supported by figures in Audited Accounts and Balance Sheet / Profit & Loss account and by copies Service Contract or other relevant documents for Number of personnel as per audited accounts/balance sheet/filed income tax return/GST return for the last three years duly certified by the Chartered Accountant and as submitted by the Bidder to the Income tax Department, indicating the turnover details (Certified Copies with stamp to be attached)

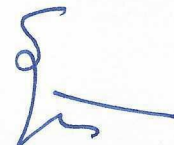
| S.No. | Year | Annual Turnover from services (In Rs.) | Turnover manpower | Total No. of Manpower supplied (in figures) | Name of the organizations where supplied |
|-------|---------|--|-------------------|---|--|
| 1 | 2022-23 | | | | |
| 2 | 2021-22 | | | | |
| 3 | 2020-21 | | | | |
| 4 | 2019-20 | | | | |
| 5 | 2018-19 | | | | |
| | | Average Turnover | | Total | |

It is certified that the information furnished above is true and correct and supported self attested copies have been attached.

Signature of Chartered Accountant with Seal


28/06/24

Signature of the Bidder/ Authorized Signatory with Seal



FORM - E

**BIDDERS EXPERIENCE FOR MEDICAL, IT, LEGAL, ACCOUNTS, SECRETARIAT,
ADMINISTRATION RELATED MANPOWER SERVICES,**

(On the letterhead of the Firm)

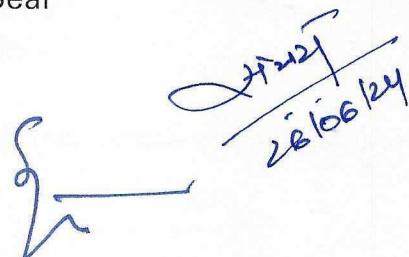
Total Experience For Medical, IT, Legal, Accounts, Secretariat, Administration Related Manpower Services: Details to be furnished duly supported by Service Contract or other relevant documents as per audited accounts/balance sheet/filed income tax return/GST return. (Certified Copies with stamp to be attached)

| S.No. | | Annual Project for Experience in Medical, IT, Legal, Accounts, Secretariat, Administration Related TOTAL Manpower Services (No. of projects) | Annual Project for Experience in ONLY MEDICAL, Related Manpower Services (No. of projects) |
|-------|---------|--|--|
| 1 | 2022-23 | | |
| 2 | 2021-22 | | |
| 3 | 2020-21 | | |
| | | | |
| | | | |

It is certified that the information furnished above is true and correct and self attested copies of supporting documents have been enclosed.

Signature of Chartered Accountant with Seal

Signature of the Bidder/ Authorized Signatory with Seal


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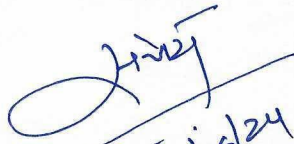
FORM - F

LITIGATION HISTORY

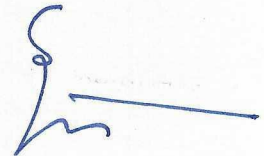
(On the letter head of the Firm)

| Sl. No. | Name of the Work | Client name and address | Type of Case (Court Case/ Arbitration Case) | Date of Registering of Case | Name of the Address of the Court or Arbitrator | Amount Involved | Present Status | Remarks (if any) |
|---------|------------------|-------------------------|---|-----------------------------|--|-----------------|----------------|------------------|
| | | | | | | | | |
| | | | | | | | | |

Note: Bidder has to submit the details of last five years in respect of Court Cases/ Arbitration Cases with supporting self attested copies.


26/06/24

Signature of the Bidder with Seal



FORM – G

Technical Evaluation Method for Hiring Service The tendering Company/Firm/Agency shall fulfill the following technical specifications for Technical Bid: -

| S.No. | Point | Details | Marks |
|-------|---|--|-------|
| 1 | Legal entity of the Bidder (Form B) | Above 20 years | 15 |
| | | Above 15 years and upto 20-year | 10 |
| | | Above 10 years and upto 15-year | 5 |
| | | Above 05 years and upto 10-year | 3 |
| 2 | Bidder's overall experience in manpower Services (Form B) | Above 10 years | 10 |
| | | Above 08 years and upto 10-year | 8 |
| | | Above 06 years and upto 08-year | 6 |
| | | Above 05 years and upto 06- year | 3 |
| 3 | Bidder's financial capacity / net worth (average of FY 2020-21, 2021-22 and 2022-23 year) (CA Certified Certificate required) (Form C) | Above Rs. 50 Cr. and above | 15 |
| | | Above 25 Cr. and upto 50 Cr. | 10 |
| | | Above 10Cr and upto 25 Cr | 5 |
| | | Above 02 Cr and upto 10 Cr | 3 |
| 4 | Bidder average turnover in manpower services (average of FY 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 year) (CA Certified Certificate required) (Form D) | Above Rs. 20 Cr | 15 |
| | | Above 10 Cr. and upto 20 Cr. | 10 |
| | | Above 01 Cr and upto 10 Cr | 5 |
| | | Upto 01 Cr | 3 |
| 5 | Total Number of manpower provided during the last 5 years (Declaration to be on company letter head or documentary evidence) (Form D) | Equal to or more than 10,000 Manpower | 15 |
| | | Between 7000 to 10000 Manpower | 10 |
| | | Between 4000 to 7000 Manpower | 5 |
| | | Between 1000 to 4000 manpower | 3 |
| 6 | Bidder experience in Medical/IT/Legal/Accounts/Secretariat Admn. related manpower projects (Service Contract or other relevant documents to be enclosed) during last 3 years (Form E) | More than 10 projects | 5 |
| | | between 8 to 10 projects | 3 |
| | | between 5 to 7 projects | 2 |
| | | between 2 to 4 projects | 1 |
| 7 | Bidder experience in Medical related manpower supply during last 3 years. (Form E) | More than 10 Projects | 10 |
| | | between 8- 10 Projects | 8 |
| | | between 5- 7 Projects | 6 |
| | | between 2- 4 Projects | 3 |
| 8 | The Bid participant engaged in manpower supply at Ministry of Ayush or Attached/Subordinate offices: (Service Contract or other relevant documents to be enclosed) | More than Five | 5 |
| | | Upto Four to Five Projects | 3 |
| | | Two to Three Projects | 2 |
| | | One Project. | 1 |
| 9 | Bidder Entity Status | PSU /Central OR State government | 10 |
| | | Company/ Private Limited/ other Organization (pl. specify) | 5 |

(National Commission for Homeopathy reserves the right to accept or reject any Bid or all Bids, at any time prior to award or Work Order, without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for the said action.)

Handwritten signature and date: 26/06/24

FORM-H

FINANCIAL BID

Details of service charges and other taxes, levies on salary / wages fixed by NCH.

| Sl. No. | Description | Rate |
|---------|---|------|
| 1. | Service charges in % on actual gross wages/salary, No additional claim of GST or other taxes shall be considered over service charge separately and such payment if any shall be paid by the vendor. | |

Note: Any type of cutting / overwriting in above charges will leads to rejection of the bid.

Signature with seal of the bidder.

Handwritten signature
26/06/24

Handwritten signature

FORM - I

LETTER OF TRANSMITTAL

(On the letterhead of the Firm)

To
The Secretary,
National Commission for Homoeopathy
61-65, Institutional Area, Opp. 'D' Block,
Janakpuri, New Delhi-110058.

Sub: Open e-Tender enquiry through GeM Portal for **OUTSOURCING OF MANPOWER SERVICES** at
National Commission for Homoeopathy- reg.

Sir,

Having examined the details given in NIT and Application documents for the above work, we hereby submit our qualification and relevant documents.

We hereby certify that all the statements made and information submitted in the enclosed Form 'A' to 'F' and accompanying statements are true and correct to the best of our knowledge and belief.

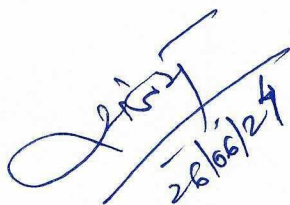
We have furnished all information and details necessary for pre-qualification and have no further pertinent information to submit.

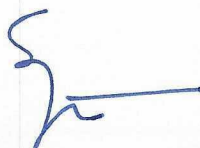
We authorize the National Commission for Homoeopathy or their representatives to approach individuals, employers, firms and corporations to verify our submittals, competency and general reputation.

We hereby confirm that we have read and understood all the stipulations and given prequalification shall be final and binding on us.

We have submitted the certificates (as per list attached) in support of our meeting the minimum qualifying criteria of completed work(s), financial status, legal entity, specialty and other specified criteria as required.

Enclosures:


26/06/24

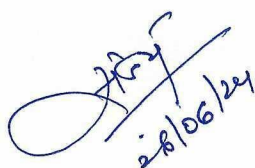


Signature of the Bidder
Date of Submission
(Seal of the Bidder)

Checklist for Manpower Tender

| S.No | Required Document | Remark (Yes /No) |
|------|---|------------------|
| 1. | Acceptance of all tender conditions (Form-A) | |
| 2. | Legal entity of the Bidder (Form B) | |
| 3. | Bidder's financial capacity / net worth (average of FY 2020-21, 2021-22 and 2022-23 year) (CA Certified Certificate required) (Form C) | |
| 4. | Bidder average turnover in manpower services (average of FY 2018-19, 2019-20, 2020-21, 2021-22, and 2022-23 year) (CA Certified Certificate required) (Form -D) | |
| 5. | Bidder experience in Medical/ IT/Legal/Accounts/Secretariat Admn. related manpower projects (Service Contract or other relevant documents to be enclosed) during last 3 years (Form E) | |
| 6. | Litigation History (Form -F) | |
| 7. | EMD | |
| 8. | Declaration/document regarding registered office in Delhi | |
| 9. | Copy of EPF Registration Certificate | |
| 10. | Copy of ESIC Registration Certificate | |
| | Copy of GST registration Certificate | |
| 11. | Copy of Pan/Tan card in the name of the firm | |
| 12. | Copy of the Tender Documents with each pagesigned and stamped by the Bidder for acceptance of the Terms and Conditions laid down by this Commission. | |
| 13. | Copy of valid Labour License certificate | |
| 14. | Integrity pact Annexure - 4 | |
| 15. | Undertaking and Acceptance of terms and conditions bidder financial standing (Form A & I) | |
| 16. | Dedicated/toll free Telephone No. of the bidder | |
| 17. | All other Forms including Financial bid in (Form-H) duly signed and stamped. | |

Sign and stamp of the bidder.


 28/06/24

