

**F.No.1-1/Housekeeping/2018-19/Tender Docu/C&W**  
**National Council of Educational Research and Training**  
**Sri Aurobindo Marg, New Delhi - 110016**

**e-Tender Notice**

Dated : 16.08.2018

The NCERT invites online two bid system from registered and authorized Companies for Outsourcing of Human Resource & Housekeeping Services for its office buildings located at Sri Aurobindo Marg, New Delhi and any other location through e-tendering method which would be valid for a period of 180 days from the date of opening.

CRITICAL DATES

Date of Published the Tender Document	16/08/2018 at 11.00 AM
Bid Documents download/sale start date	16/08/2018 at 02.00 PM
Bid Submission Start Date	17/08/2018 at 11.00 AM
Last Date of Submission of Bids	10/09/2018 at 04.00 PM
Bid Opening Date	11/09/2018 at 05.00 PM

Further details and complete reference for proposal (RFP) can be accessed from the NIE Portal/Website <http://eprocure.gov.in> and eprocure/app or [www.ncert.nic.in](http://www.ncert.nic.in) . Further any query relating to the process of online bid submission or queries relating to CPP portal in general may be directed to the 24x7 cpp portal helpdesk on toll free no. 18002337315.

(R. Selvaraj)  
Sr Store Officer

NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING, NEW DELHI

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NEW DELHI

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**NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING,**

**NEW DELHI**

**National Council of Educational Research and Training**

**Sri Aurobindo Marg, New Delhi – 110016**

**Section -I**

Dated : \_\_\_\_\_

**NOTICE INVITING TENDER**

1. The National Council of Educational Research & Training, New Delhi invites e-tender under two bid system from registered and authorized Companies for Outsourcing of Human Resource & Housekeeping Services for its office buildings located at Sri Aurobindo Marg, New Delhi or any other location as per requirement mentioned at Section 8.
2. The contract will be initially valid for a period of 12 months beginning from the date of assignment of the job and extendable for a maximum period of three years subject to mutual consent on satisfactory performance on year to year basis.
3. The Tender shall be accepted under Two Bid System. The interested firms have to submit the technical Bids and Financial Bids online separately in the prescribed proforma through e-procurement portal <http://eprocure.gov.in> and [eprocure/app](http://eprocure/app) only. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the self attested documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.
4. All tender documents attached with this invitation to tender including the Specifications are sacrosanct for considering any offer as complete offer. It is therefore important that Letter of Bid as per Section 2 which is a written undertaking that all the terms and condition of the tender are understood and accepted should be signed and submitted through e-Procurement site <http://eprocure.gov.in> and [eprocure/app](http://eprocure/app).
5. The Earnest money Deposit (EMD) of Rs. 4,00,000/- (Rupees Four lakh only) shall be payable in the form of Demand draft drawn in favour of Secretary, NCERT, payable at New Delhi. Earnest Money will be refunded to unsuccessful tenders/bidders after finalization of the contract. After award of contract, the contractor has to deposit 10% of total contract annual value as performance security deposit. Performance security should remain valid for 6 months beyond the date of completion of all contractual obligations.
6. The interested parties can inspect the premises between 10:00AM to 04:00PM on any working day from \_\_\_\_\_ to \_\_\_\_\_. They may contact **Section Officer, C&W Section ,NCERT on telephone No. 011-26592195**, during office hours on any working day for ascertaining the job requirements and any other additional information/clarification required by them.

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7. All entries in the tender form should be legible and filled clearly, if the space provided for furnishing is insufficient; a separate sheet duly signed by the authorized signatory may be scanned and uploaded. No correction either in the Technical Bids or Financial Bids is permitted.
8. Conditional bids shall not be considered and will be rejected summarily.
9. Technical Bid shall be opened online on the schedule date and time at AM\_\_ on \_\_.
10. The Financial Bids of only those bidders who qualify in the technical bid will be opened after evaluation by the Committee constituted for the purpose.
11. No bidding firm will be allowed to withdraw its bids after technical bids have been opened. If any firm intends to withdraw after opening of technical bids its EMD will be forfeited.
12. The Secretary, NCERT reserves the right to reject any or all the tenders submitted by the bidders at any time or relax/withdraw/add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof.
13. The tender documents can be downloaded from the website <http://eprocure.gov.in> and [eprocure/app](http://eprocure/app) from \_\_\_\_\_ to \_\_\_\_\_ upto 4:00 PM and also from [ncert www.ncert.nic.in](http://www.ncert.nic.in). The bidder should go through the tender documents/instructions carefully before submitting/uploading the bids.
14. Any subsequent Updates, Addendums, Corrigendums etc, if any will be published only on the website <http://eprocure.gov.in> and [eprocure/app](http://eprocure/app) and [www.ncert.nic.in](http://www.ncert.nic.in) All bidders are required to regularly check the websites for any updates.
15. The competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the NCERT shall be final and binding.

Sd/-  
(R. Selvaraj)  
Sr. Store Officer

**NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING,  
NEW DELHI  
SECTION -II  
TECHNICAL PROPOSAL SUBMISSION FORM**

*Date:*

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**LETTER OF BID**

To

Secretary  
National Council of Educational Research & Training  
Sri Aurobindo Marg, New Delhi-110016.

Ref: Invitation for Bid No.**TENDER NO.1-1/HK Tender File/2018-19/C&W DATED...../...../2018**

I/We, the undersigned, declare that:

1. I/We have examined and have no reservations to the Bidding Documents.
2. I/We offer to execute in conformity with the Bidding Documents for providing Human Resource & Housekeeping Services for National Council of Educational Research & Training, New Delhi
3. The bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline, in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
4. If the bid is accepted, I/we commit to submit a performance security in accordance with the Bidding Documents.
5. I/We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. I/We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attach a copy of Authorization for signing on behalf of Bidding Company)

Full Name and Designation

*(To be printed on Bidder's letterhead)*

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## SECTION-III

### INSTRUCTIONS TO THE BIDDERS

#### 1. GENERAL INSTRUCTIONS

- 1.1 For the Bidding / Tender Document Purposes, 'National Council of Educational Research & Training shall be referred to as 'NCERT' and the Bidder / Successful Bidder shall be referred to as 'Contractor' and / or Bidder or interchangeably.
- 1.2 The Tender shall be accepted under Two Bid System. The interested firms have to submit the technical Bids and Financial Bids online in the prescribed proforma through e-procurement portal <http://eprocure.gov.in> and eprocure/app only. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.
- 1.3 The tender documents may also be downloaded from this office website [www.ncert.nic.in](http://www.ncert.nic.in) Those bidders who wish to download the tender document from the office website should furnish the non refundable tender cost of **Rs.2000/- (Rupees Two thousand only) through Bank Draft/Pay Order** alongwith the Bidding Documents and **EMD of Rs. 4,00,000/- (Rupees Four Lakhs only)** in favour of Secretary, NCERT, New Delhi, payable at New Delhi.
- 1.4 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any error detected in the tender documents shall be entertained.
- 1.5 Scanned copies of each page of the Tender documents alongwith enclosures i.e certificate/documents must be numbered, indexed, stamped and signed by the person or persons submitting the Tender in token of his/their having acquainted himself/ themselves and accepted the entire tender documents including various conditions of contract. Any Bid with any of the Documents not so signed is liable to be rejected at the discretion of the NCERT. **NO PAGE SHOULD BE REMOVED/DETACHED FROM THIS BIDDING DOCUMENT.**
- 1.6 The bidder shall attach the copy of the authorization letter / power of Attorney as the proof of authorization for signing on behalf of the Bidder.
- 1.7 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected.**

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- 1.8 The Bidding Company should **only** be a Limited / Private Limited Company, registered under the Companies Act, 1956.
- 1.9 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and National Council of Educational Research & Training, New Delhi.
- 1.10 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the National Council of Educational Research & Training. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.11 The requirement of human resource is indicative and may increase or decrease at the sole discretion of the competent authority of NCERT.

## 2. **MINIMUM ELIGIBILITY CRITERIA**

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

- a. **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956.
- b. **Registration:** The Bidder should be registered with the Income Tax, Goods & Services Tax Department and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.
- c. **Clearance:** The Bidder should also have to submit the copy/copies of Returns of Income Tax , Service Tax, Goods & Services Tax Department for 03 (three) preceding year or the latest.
- d. **Experience:** The Bidder should have experience in the similar field of providing Human Resource/ Facility Management in the Government Departments / Public Sector (Central or State) **for the last five consecutive years.** In case no bidder has provided government experience/ public sector experience, then the bidders with experience in reputed organizations may be considered by the competent authority of the NCERT.

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**2.1 Self-attested documents supporting the Minimum Eligibility Criteria**

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), self attested scanned copy of Certificates of Incorporation issued by the respective registrar of firms/companies.
- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(b), self attested scanned copies of PAN, GST Registration, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable.
- (iii) In proof of having fully adhered to minimum eligibility criteria at 2(c), self attested scanned copy/copies of Clearance Certificate (**Last Financial Year return 2016-17 or the latest**) from Goods & Service Tax Department, Income Tax Department shall be acceptable.
- (iv) In proof of having fully adhered to minimum eligibility criteria at 2(d), self attested scanned copy of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs shall be acceptable.
- (v) Self Attested scanned copy/copies of the **Audited Balance Sheet** for the last 03 (three) Financial Year i.e. 2014-15,2015-16 & 2016-17 or the latest **along with the related ITR of financial years or the latest**. (However, in support of balance sheet for the financial year 2016-17 or the latest, a self attested and scanned copy of provisional Balance Sheet shall also be acceptable).
- (vi) Attested copy of human resource wages roll and EPFO Challan in support of available human resource (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.

**3. EARNEST MONEY DEPOSIT: (BID SECURITY)**

- 3.1 This bids should be accompanied by an Earnest Money Deposit of **Rs. 4,00,000/- (Rupees four lakhs only)** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any of the Nationalised / Commercial Bank in an acceptable form in favour of **Secretary, NCERT payable at New Delhi**. The validity of the Bid Security shall be for a period of 90 days. However The EMD amount will be returned to the unsuccessful bidders.
- 3.2 No request for transfer of any previous deposit of Earnest Money or Security Deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. Incase the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited by NCERT.



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- 3.4 The bids without Earnest Money Deposit shall be summarily rejected.
- 3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.6 The bid security may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
  - (ii) In case of successful bidder, if the bidder
    - a. Fails to sign the contract in accordance with the terms& conditions of the tender document
    - b. Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the NCERT.
    - c. Fails or refuses to honour his own quoted prices for the services or part thereof.
  - (iii) Irrespective of the above, if any of the information, details, documents, etc are found to be incorrect/forged/fabricated, the NCERT shall be entitled to forfeit the earnest money.
- 3.7 Bid Securities of the unsuccessful bidders shall be returned to them after expiry of the final bid validity or 30th day after the award of the contract.

**4. VALIDITY OF BIDS**

- 4.1 Bids shall remain valid and open for acceptance for a period of **120 days** from the last date of submission of Bids.
- 4.2 In case NCERT calls the bidder for negotiations then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.
- 4.3 The NCERT may request for extension of validity of Bids for another period of 60 days, without any modifications and without giving any reason thereof.

**5. PREPARATION OF BIDS**

- 5.1 Language : Bids and all accompanying documents shall be in English.
- 5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Document alongwith all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount.

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**Documents comprising the Bid:**

- a. Technical Bid Submission **Form** duly signed and printed on Company's **letterhead** (Section-1).
- b. signed and stamped on each page of the tender document.
- c. Contact Details Form, duly filled and signed.
- d. Financial Capacity form – filled in signed and stamped.
- e. Earnest Money Deposit of amounting to **Rs. 4,00,000/- (Rupees Four Lakhs Only)**.
- f. All attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section-3 (Clause 2 and 2.1above).

**6. PRE-BID CONFERENCE**

For clarifying issues & clearing doubts, a pre-bid conference shall be scheduled in the chamber of **Sr Store Officer, S&S Section, DEK Building, NCERT**

**7. SUBMISSION OF BIDS**

- 7.1 The tender shall be accepted under Two Bid Systems. The interested firms have to submit the technical Bids and Financial Bids online in the prescribed proforma through e-procurement portal <http://eprocure.gov.in> and [eprocure/app](http://eprocure/app) only. Tender sent by any other mode will not be considered and the same will be rejected summarily. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the tender documents. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances what so ever.

**8. BID OPENING PROCEDURE**

- 8.1 The Technical Bids shall be opened online on the scheduled date and time at \_\_\_\_\_ A.M on \_\_\_\_\_ **in the NCERT, New Delhi** by the Committee authorized by the competent authority of NCERT in the presence of such bidders or their authorized representatives who wish to be present there.

- 8.2 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, the date, time and venue remaining unaltered
- 8.3 A letter of authorization shall be submitted by the Bidder's representative before opening of the Bids.
- 8.4 Absence of bidder or their representative shall not impair the legality of the opening procedure.
- 8.5 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidder meet the minimum eligibility criteria as specified in the Tender Document.
- 8.6 Bids shall be declared as Valid or Invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of Valid Bids.
- 8.7 The financial bids of only those bidders whose Technical Bids are qualified, shall be opened online by the Committee authorized for the purpose. The date, time and venue of opening of the financial bids shall be intimated only to the technically qualified bidders.

9. **CLARIFICATION ON TECHNICAL BID EVALUATION.**

- 9.1 NCERT also reserves right to seek confirmation/clarification from the Tenderer, on the supporting documents submitted by the bidders as per clause 2.1.
- 9.2 The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. NCERT shall intimate the bidders, the date, time & venue for **opening of the financial Bid through NCERT website [www.ncert.nic.in](http://www.ncert.nic.in) and e-mail.**

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10. **FINANCIAL BID OPENING PROCEDURE**

- 10.1 The Financial Bids of all the technically qualified Bidders shall be opened online on the appointed date and time in presence of the qualified bidders/their authorized representatives, who wishes to be present at the time of opening of the financial bids.
- 10.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their Companies.
- 10.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 10.4 **The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error, if any, in the financial bid.**
11. **RIGHT OF ACCEPTANCE:**
  - 11.1 NCERT reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bid. The decision of the NCERT in this regard shall be final and binding on the matter of disputes.
  - 11.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
  - 11.3 NCERT reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
  - 11.4 In case of failure to comply with the provisions of the terms and conditions mentioned by the agency, the competent authority of the NCERT reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract.

11.5 NCERT may terminate the Contract if it is found that the Contractor is black listed later on by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

12. **NOTIFICATION OF AWARD BY ISSUANCE OF ‘LETTER OF INTENT’**

12.1 After determining the successful evaluated bidder, NCERT shall issue a Letter of Intent (LOI) in duplicate. The firm will return one copy to NCERT duly acknowledged, accepted and duly signed by the authorized signatory, within **Seven (07) days** of receipt of the same.

12.2 The issuance of the Letter of Intent to the bidder shall constitute an integral part and it will be a binding to the contractor.

12.3 The time taken between the date of issue of **Letter of Intent (LOI)** and Notice to Proceed shall not prevent the contractor to mobilize the manpower.

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**SECTION-IV**

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**DEFINITIONS**

**1.1 General**

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

The Owner      National Council of Educational Research & Training (NCERT).

Contractor      Shall mean the successful bidder to whom the work for providing Human Resources and Housekeeping Services in NCERT' premises has been awarded.

Letter of      Shall mean the intent of the NCERT to engage the

Intent      successful bidder providing Human Resource Services in its premises

Confidential information      shall mean all information that is not generally known and which is obtained/received during the tenure of the contract and relates directly to the business /assets of NCERT including the information having commercial value.

Agreement      The Word "Agreement" and "Contract" has been used interchangeably.

Termination      Shall mean the date specified in the notice of termination given by either Party to the Date other Party, from which the Contract shall stand terminated.

Termination Notice      Shall mean the notice of Termination given by either Party to the other Party.

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**1.2 CONFIDENTIALITY**

- 1.2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the NCERT's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the NCERT. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of NCERT's information.
- 1.2.2 If the Contractor receives enquiries from Press/ News/ Media/ Radio/ Television or other bodies/ persons, the same shall be referred by the Contractor to NCERT immediately on receipt of such queries.

**2. PERFORMANCE SECURITY DEPOSIT**

- 2.1 The successful bidder within fifteen days of the acceptance of the Letter of Intent (LOI) shall execute a Performance Security in form of an Account Payee Demand Draft, Fixed Deposit Receipt (FDR) or Bank Guarantee from a Nationalized/ Commercial Bank in an acceptable form, a sum equivalent to 10% of the accepted contract value in favour of **Secretary, NCERT, New Delhi, payable at New Delhi.**
- 2.2 Performance Security should remain valid for 6 months beyond the date of completion of all contractual obligations.
- 2.3 Bid Security will be returned to the successful bidder on receipt of Performance Security
- 2.4 The Performance Security can be forfeited by order of the NCERT in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the NCERT sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained.
- a. If the contractor is called upon by NCERT to deposit security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and NCERT shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b. On due performance and completion of the contract in all respects, the Performance Security Deposit will be returned to the contractor without any interest.

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**3. COMMENCEMENT OF CONTRACT**

After the acceptance of the **Letter of Intent (LOI)** and securing Performance Security from the successful bidder, NCERT shall issue the 'Commencement of Contract', to the contractor authorising him to provide Human Resource and Housekeeping Services in the Office at the specified locations and date.

**4. SIGNING OF CONTRACT AGREEMENT**

4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

4.2 NCERT shall prepare the draft Articles of Agreement in the Proforma included in this Document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful Bidder for their signature.

4.3 The successful Bidder shall return the duly signed copies of the draft Articles of Agreement within **Two (02) days** of receipt of the draft Articles of Agreement from NCERT, duly printed on the correct amount of stamp paper and duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

4.4 NCERT shall sign the Contract agreement and return a copy of the same to the successful bidder.

**5. SERVICES REQUIRED BY THE NCERT**

5.1 The Contractor shall be providing Human Resource & Housekeeping Services to NCERT as per the details given herein, to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

5.2 The Contractor shall provide Human Resource & Housekeeping Services in the NCERT's premises or any other location as required by the NCERT to its entire satisfaction and it is the sole responsibility of the Contractor that the work is executed in all respects in accordance with the Contractor's obligations.



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**6. CONTRACTOR'S OBLIGATIONS**

- 6.1 The Contractor shall provide Human Resource & Housekeeping Services at NCERT's premises as per Schedule of Work / Requirements (Section VIII) which may be amended from time to time by the NCERT during the Contractual period and it shall always form part and parcel of the Contract. The Contractor shall abide by such assignments as provided by the NCERT from time to time.
- 6.2 The Contractor shall provide Human Resource & Housekeeping Services through its uniformed and trained personnel for the performance of its services hereunder and these personnel deployed shall be employees of the Contractor only and the NCERT shall not in any manner be liable and all statutory liabilities (such as ESI & EPF etc.) shall be paid for by the Contractor.
- 6.3 The Contractor shall submit to NCERT the details of amount deposited on account of EPF and ESI in respect of the deployed personnel along with their names and EPF Account Numbers to the concerned authorities from time to time.
- 6.4 The Contractor shall produce to the NCERT the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.
- 6.5 NCERT shall have the right to have any personnel removed who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove any personnel with prior intimation to the NCERT emergencies, exempted.
- 6.6 The Contractor shall cover its personnel for personal accident and death whilst performing the duty and the NCERT shall own no liability and obligation in this regard.
- 6.7 The Contractor shall exercise adequate supervision to reasonably ensure proper performance of Human Resource & Housekeeping Services in accordance with Schedule of Requirements.
- 6.8 The Contractor shall issue identity cards / identification documents to all its employees who will be instructed by the Contractor to display the same.
- 6.9 The personnel of the Contractor shall not be the employees of the NCERT and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.

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- 6.10 The contractor shall make necessary arrangement to provide/install bio-metric machines at the office premises of NCERT for making attendance of manpower to be deployed and also maintain manual attendance of the entire deployed staff.
- 6.11 The contractor should provide identity Card and uniform bearing mono of manpower agency to each of manpower deployed by them.
- 6.12 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the NCERT shall not have any liability whatsoever on this account. The Contractor shall also abide by and comply with the Labour laws, Workmen Compensation Act, EPF laws, ESIC laws, Income tax laws and Minimum Wages laws, Contract Labour (Regulations Abolition Act) or any other law in force from time to time.
- 6.13 **The Contractor shall provide minimum of two sets each of summer and winter uniform to its personnel for MTS including skilled manpower at its own cost.**
- 6.14 The Contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the Contractor to NCERT along with the monthly bill.
- 6.15 The Contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.
- 6.16 Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the two parties.
- 6.17 All necessary reports and other information shall be supplied immediately as and when required and regular meetings will be held with NCERT.

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6.18 The Contractor shall not employ any person below the age of 18 years old. Human Resource & Housekeeping staff engaged shall be imparted training for providing relevant services from time to time.

**6.19 Contractor's Personnel**

6.19.1. The Contractor shall at all times ensure that it has sufficient, suitable and qualified personnel to supervise the NCERT premises at the NCERT site and in sufficient number to undertake the responsibilities imposed upon the Contractor under the Contract and to provide full attention for executing the work thereof (Section VIII).

6.19.2. The Contractor shall submit its Organizational Chart, showing therein the details of key personnel with their full contact details. The Contractor shall also keep informing the NCERT of any change in its organization or its personnel.

6.19.3. The personnel engaged by the Contractor shall be dressed in neat and clean uniform (including proper name badges).

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**7. CONTRACTOR'S LIABILITY**

- 7.1 The Contractor shall completely indemnify and hold harmless to the NCERT and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of the Human Resource & Housekeeping Services to the NCERT.
- 7.2 The Contractor shall be liable in any way whatsoever any loss, injury, damage, cost of expense of whatsoever nature, directly or indirectly:
- 7.2.1. Caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;
- 7.2.2. Caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of Human Resource & Housekeeping Services to the NCERT.
- 7.3 The Contractor shall not Sub-Contract or Sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, NCERT shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the NCERT may sustain in consequence or arising out of such replacing of the contract.

**8. NCERT'S OBLIGATIONS**

- 8.1 Except as expressly otherwise provided, the NCERT shall, at its own expense, provide timely all the required equipment and facilities at the location(s) where the Human Resource & Housekeeping Services are to be provided as required to enable Contractor's employees to carry out the Services.
- 8.2 NCERT shall comply with and fulfill the recommendations (if any), if deemed necessary by NCERT, made in writing by the Contractor in connection with the performance of the services. NCERT shall notify the Contractor of any dishonest, wrongful or negligent acts or omissions of the Contractor's employees or agents in connection with the services as soon as possible after NCERT becomes aware of them.
- 8.3 To enable the Contractor to provide the Human Resource & Housekeeping Services, NCERT shall ensure that their staff is available to provide such assistance.

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8.4 **Good and Service Tax/Service tax** will be paid by NCERT as applicable as per Government norms from time to time. The contractor will submit a copy of the proof of having paid **Good and Service Tax** with the concerned authority.

8.5 NCERT shall not be under any obligation for providing employment to any of the personnel of the Contractor after the expiry of the contract. NCERT does not recognize any employee employer's relationship with any of the workers of the Contractor.

### 9. **VALIDITY OF CONTRACT**

**The contract, if awarded, shall be initially for a period of one year from the date of final award of contract commencement of services subject to continuous satisfactory performance. In case of breach of Contract or in the event of not fulfilling the minimum requirements/ statutory requirements, NCERT shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative action for blacklisting etc. solely at the discretion of the NCERT. However, the contract shall be restricted upto three years on year to year basis subject to satisfactory services rendered by Contractor at the sole discretion of NCERT.**

### 10. **PAYMENTS**

10.1 After selection of the successful bidder as Contractor, a price schedule shall be annexed to the Articles of Agreement/LOI according to which all payments shall be made to the Contractor by NCERT for the Human Resource & Housekeeping Services.

10.2 The prices in the Price Schedule shall be exclusive of any Goods & Services Tax, education cess, or any other applicable taxes as may be levied by the Government from time to time and the same shall be charged in addition to the applicable rate.

10.3 The Contractor shall raise invoice per month enclosing all relevant documents and submit the same to NCERT by 5th of every following month.

10.4 The initial cost of the Contract shall be valid for a period of one year. **No price escalation, other than revision of minimum wages by the Govt., shall be entertained by the NCERT during the period.**

10.5 After expiry of the initial period of the Contract of one year and if the Contract is renewed by the NCERT, the Contractor shall claim increase in the Contract cost only on account of increase in the minimum wages, as and when increased by the Government.

- 10.6 All payments shall be made in Indian Currency by means of an Account Payee Cheque/through RTGS/NEFT/e-payment.
- 10.7 NCERT shall deduct in accordance with Applicable Law, Income Tax (TDS) or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall deem to be a payment made to the Contractor. NCERT shall provide a certificate certifying the deductions so made.
- 10.8 No payment shall be made in advance to the Contractor.

11. **FORCE MAJEURE - OBLIGATIONS OF THE PARTIES**

“Force Majeure” shall mean any event beyond the control of NCERT or of the Contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

- (i) War, hostilities, invasion, act of foreign enemy and civil war;
- (ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
- (iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
- (iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an Affected Party shall notify the other Party of the event of Force Majeure setting out, inter-alia, the following in reasonable detail:

- a. The date of commencement of the event of Force Majeure;
- b. The nature and extent of the event of Force Majeure;
- c. The estimated Force Majeure Period,
- d. Reasonable proof of the nature such delay or failure and its anticipated effect upon the time for performance and the nature and the extent to which, performance of any of its obligations under the Contract is affected by the Force Majeure.
- e. The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.
- f. Any other relevant information concerning the Force Majeure and /or the rights and obligations of the Parties under the Contract.

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12. **TERMINATION**

This Contract may be terminated forthwith by either party by giving written notice to the other if:

- a. The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach **within 30 (thirty days) of receiving notice of such breach; or**
- b. The Contract may be terminated forthwith by the NCERT by giving written notice to the Contractor, if:
  - (i) The Contractor does not provide human resource & housekeeping services satisfactorily as per the requirements of the NCERT or / and as per the schedule of requirements
  - (ii) The Contractor goes bankrupt and becomes insolvent.
- c. In case of breach of any of terms and conditions of the Contract by the Contractor, the NCERT shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the NCERT and in that event and the security deposit in the form of performance security and other dues shall be forfeited and encashed.

13. **DISCLAIMER**

The relatives / near relatives of employees of the NCERT are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- a. Members of a Hindu Undivided Family.
- b. Their husband or wife.
- c. The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

14. **INSOLVENCY**

The competent authority of the NCERT may at any time by giving notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- 14.1 The contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of its estate made against it or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of its efforts or enter into any arrangements or composition with its creditors or suspend payment, if the firm be dissolved under Company Act, or

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- 14.2 The contractor being a company shall pass a resolution or the Court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall

be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

15. **CURRENCIES OF BID AND PAYMENTS**

The Bidder shall submit his/her price bid / offer in Indian National Rupees (INR) and payments under this contract will be made in INR.

16. **GOVERNING LAWS AND SETTLEMENT OF DISPUTE**

16.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the competent authority of NCERT in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Delhi and the decision of the arbitrator shall be final and binding on the parties.

16.2 **Jurisdiction of Court:** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Delhi.



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**SECTION – V**

**SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. The special conditions of Contract shall supplement the “Instructions to the Bidders” as contained in Section III and General Conditions of the Contract (GCC) as contained in Section IV.

2. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep NCERT indemnified against all losses/penalties/awards/decrees arising out of litigation/ claims/ application initiated against the NCERT on account of acts of omission/commission attributable to the Contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. NCERT shall be vested with sole discretion to determine damages/ loss suffered on account of above from the dues payable from security deposit as performance Guarantee or from either the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the Contractor at any point of time.

3. **LABOUR LAW COMPLIANCES**

3.1 The engagement and employment of labourers and payment of wages to them as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. NCERT may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

a. All wages and allied benefits **such as leave, ESI, EPF, Gratuity, bonus etc, shall be paid by the contractor** and NCERT shall not incur any liability or additional expenditure whatsoever for personnel deployed by the contractor.

b. It is mandatory that the employees must be paid the monthly salary through bankers cheques/RTGS/NEFT/e-payment etc only.

3.2 The Contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC in respect of their deployed staff shall be submitted by the Contractor to NCERT every month alongwith the bill. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus, etc.

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- 3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws as per clause 3.2 above.
- 3.4 The contractor shall be responsible for compliance of all the laws rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/worker engaged by it and shall ensure payment of all the statutory dues/ liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.
- 3.5 The Contractor shall submit periodical tax returns as may be specified from time to time by the Government.

### **4. OFFICIAL RECORDS:**

- 4.1 The Contractor shall maintain complete official records of disbursement of wages/ salary, showing specifically details of all deductions such as ESI, EPF etc. in respect of all the staff deployed in NCERT's office.
- 4.2 The Contractor shall maintain a personal file in respect of all the staff who is deployed in NCERT's office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary/ Permanent) and all grievances recorded by the staff vis-à-vis action taken etc.
- 4.3 **Each monthly bill must accompany the:**
- a. List of deployed employees.
  - b. The amount of wages (The Contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
  - c. Copies of authenticated documents of payments of such contributions to EPFO/ESIC
  - d. Declaration of the Contractor regarding compliance of clause 7.3 of Section IV.

## **SCHEDULE OF WORKS/ REQUIREMENTS**

In this Schedule of Requirements, the details of Human Resource & Housekeeping Services to be provided by the Contractor and also other information, instructions of the NCERT and instructions to the Contractor's employees posted at the NCERTs' site and all such other aspects of the Contracts are to be mentioned.

### **1. GENERAL INSTRUCTIONS**

- 1.1 The Contractor shall deploy all human resource & housekeeping staff to facilitate NCERT in the manner and as per the instructions of the NCERT.
- 1.2 The Contractor shall ensure that all personnel are fully conversant with the premises and with the NCERT's business activities and its related human resource & housekeeping requirements.
- 1.3 The NCERT shall have the right to ask the contractor to remove who is considered to be undesirable or otherwise and similarly the Contractor reserves the right to remove the personnel with prior permission of the NCERT.
- 1.4 The Contractor shall cover its personnel for personal accident and/ or death whilst performing the duty. The personnel of the Contractor shall not be the employees of the NCERT and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this Contract. The Contractor shall make them known about this position in writing before deployment under this agreement.
- 1.5 The Contractor shall exercise adequate supervision to ensure proper performance of Human Resource & Housekeeping Services in accordance with the requirements.
- 1.6 The Contractor shall issue identity cards/ identification documents to all its employees who will be instructed by the Contractor to display the same at all times. The personnel of the Contractor shall be subject to detailed direction and control of the Contractor and in relation to manner and model of performance of duties, as agreed vide this agreement.
- 1.7 The Contractor shall also provide at its own cost all benefits statutory or otherwise to its employees and the NCERT shall not have any liability whatsoever on this account.

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### **2. SUPERVISION**

- 2.1 The Contractor shall **depute his Supervisor to NCERT's office**, who shall ensure that all the duties as may be assigned differently by the NCERT to various categories of human resource & housekeeping are performed by them in the desired manner of NCERT, failing which it shall invite penalties as prescribed in the following paragraphs.
- 2.2 The Contractor's Supervisor shall be the first line of contact for NCERT, who shall report to the designated officers of NCERT for all requirements.
- 2.3. The Contractor shall ensure that all statutory/ mandatory requirements either related to wages disbursements or related to deposition of EPF/ESIC with concerned authorities or providing of ESIC facilities to the human resource are fulfilled by Contractor.

2.3

### **3. DEPLOYMENT AND TENTATIVE REQUIREMENTS OF HUMAN RESOURCE & HOUSEKEEPING**

- 3.1 The NCERT intends to outsource human resource & housekeeping for deployment in different categories such as Skilled, Semi-skilled & unskilled as per the norms/minimum wages of the Government of NCT Delhi.
- 3.2 The human resource & housekeeping staff appointed in different categories shall be deployed by the NCERT for the work of MTS etc. (Un-Skilled) and any other category as deemed fit by the NCERT as per the provisions of clause 3.1 above.
- 3.3 The personnel who are deployed as MTS (Safaiwala) shall be provided all cleaning material for cleaning purposes by the NCERT.
- 3.4 In case of any additional/subsequent requirement of human resource & housekeeping for the same will have to be provided by the Contractor. Payment for such human resource will be at the rate fixed by the Council.

### **4. PENALTIES;**

- 4.1 **The Contractor shall disburse salary/wages to its deployed human resource, latest by 10<sup>th</sup> of every month, failing which penalty of Rs.1000/- (Rupees One Thousand) per day will be imposed and further action will be initiated as per terms and conditions of the contract. Security Deposit/ Performance Bank Guarantee shall be forfeited and Bank guarantee will be encashed. The NCERT will have the power to appoint subsequent bidder for the human resource services at the risk and cost of the Contractor.**
- 4.2 Whenever and wherever it is found that the assigned work is not performed upto the entire satisfaction of the NCERT, especially under the supervision of the Contractor's Supervisor, it will be brought to the notice of Contractor by the NCERT and if no action is taken immediately, penalty of **Rs.1000/- (Rupees One Thousand)** per day will be imposed.

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- 4.3 **The Contractor has to maintain adequate number of human resource as per this contract and also arrange a pool of standby human resource/ supervisor. If the required number of workers/ supervisors/ managers are less than specified number as mentioned in the contract, a penalty of Rs.500/- (Rupees Five Hundred) per absentee per day shall be deducted from the bill(s).**
- 4.4 In case the Contractor fails to fulfill the minimum statutory requirements (ESIC/EPF) as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the NCERT, in addition to forfeiting of the monthly bills and Performance Security Deposit.
- 4.5 In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring human resource services in the event of Contractor failing to provide requisitioned number of human resource, the **NCERT shall make deductions at double the rate of hiring rate on prorata basis from the bills preferred by the Contractor** or that may become due to the Contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the NCERT.

## 5. SCOPE OF WORK-CONTRACTOR

- 5.1 Contractor must provide standard and clean liveries to its employees/ supervisors with their photo identity cards properly displayed during duty time. No extra payments shall be claimed by the Contractor or its deployed staff from the NCERT for such items.
- 5.2 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed human resource at NCERT's office. The Contractor should also ensure that EPF statements to the deployed human resource are provided immediately after the financial year closing. Any delay in submission of these records will force NCERT to deduct a proportionate amount from the bills, as decided by the NCERT.
- 5.3 Contractor must employ skilled, Semi-skilled and unskilled personnel only as per Section – VIII of this contract. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at NCERT after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the NCERT and shall also intimate changes in addresses of the staff as and when they take place.

- 5.4 Contractor shall deal with and settle the matters related with unions and shall make sure that no labour disputes / problems are referred to NCERT. It shall totally indemnify NCERT in this regard.
- 5.5 Contractor should at all times indemnify NCERT against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Establishment Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. NCERT will not own any responsibility in this regard.
- 5.6 Contractor's personnel shall always be disciplined, properly dressed and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify NCERT in all respects under this contract.
- 5.7 Be it private or public areas, the Contractor's employees shall be liable to be frisked/ checked by the security personnel at NCERT premises or on duty at any time during performance of their duties.
- 5.8 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person.
- 5.9 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him.

## **6. SCOPE OF WORK – FOR SERVICES**

- 6.1 Contractor's personnel shall be deployed at the premises of NCERT/NCR.
- 6.2 The unskilled employees (**MTS**) of Contractor are liable to be deployed as MTS in different Sections/ Wings of the NCERT's premises. While working as MTS, the Contractor's personnel are liable to perform duties which are related to movement of dak/file, cleaning /dusting of concerned Section, photocopy etc. or any other job as may be assigned by the NCERT.

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- 6.3 Further, unskilled personnel (Safaiwala) of the Contractor as per the tendered requirements are also liable to be deployed as Safaiwala at premises of NCERT at NCR/Delhi for cleaning / sweeping purposes. It shall be the NCERT's responsibility to provide all cleaning material to such staff.

- 6.4 Unskilled personnel (Service Boy) are also liable to be deployed as Service Boy in the Guest House/ PG Hostel at Sri Aurobindo Marg, New Delhi. While working as Service Boy, they are liable to perform all jobs of a room-boy/service boy and work as per the terms and conditions of the Guest House/PG Hostel.
- 6.5 Clerical and Non Technical Supervisory personnel (Data Entry Operators) of Contractor are liable to be deployed in different Sections of NCERT, wherein they are required to be fully conversant with the desired standards of a Computer Operator, as per the requirements of the NCERT.
- 6.6 While providing all the Services, Contractor shall ensure that all duties are performed invariably as per the desired standards of the NCERT, failing which it shall invoke penalty clauses of this Bidding Document.
- 6.7 The Contractor shall also ensure that for different services, only such smart, intelligent, experienced and with thorough academic qualifications are deployed in NCERT's premises who can cater to the requirements of NCERT's standards, failing which it shall be liable for Contractor to provide replacement immediately.

**7. CODE OF CONDUCT:**

The Contractor shall strictly observe that its personnel:

- Are always smartly turned out and vigilant.
- Are punctual and arrive at least 15 minutes before start of their duty time.
- Take charges of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity.
- Read and understand their post and site instructions and follow the same.
- Extend respect to all Officers and staff of the office of the NCERT.
- Shall not drink on duty, or come drunk and report for duty.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty post.
- Will not read newspaper or magazine while on duty.
- Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Contractor control and the NCERT.
- When in doubt, approach concerned person immediately.
- Get themselves checked by security personnel whenever they go out.
- Do not entertain visitors.
- Shall not smoke in the office premises.
- Uphold dignity of women.

- The Contractor's employees shall be instructed by the Contractor strictly not to misuse the telephones facility of the NCERT.

### **PATROLLING PROCEDURES**

- The Supervisor will keep taking round of the building/premises and keep a watch over the deployed staff.
- Patrolling should be done on an hourly basis and it should be ensured that strict cleanliness is maintained.
- The Supervisor will keep a watch on the activities of the deployed staff.
- If he finds anything unusual / untoward, a written report must be given to the Caretaker/Security Supervisor in the office of the NCERT.

### **FRISKING / CHECKING PROCEDURES**

- All contract staff will be thoroughly frisked at the time of their leaving the office premises in the evening.
- If anything untoward is found, it must be reported to Security Section.



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**SECTION – VII**

**TECHNICAL QUALIFICATION CRITERIA**

1. The tendering human resource & housekeeping Agency must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid:
  - a. The Agency/Company should have **PAN NUMBER** in the name of Agency/Company and an attested copy shall be enclosed with the bid document.
  - b. The Registered Office or the Branch Office of the Human Resource & Housekeeping Agency should be located in Delhi/New Delhi or NCR.
  - c. The Bidder should have experience in the similar field of providing Human Resource/ Facility Management in the Government Departments / Public Sector (Central or State) **for the last five consecutive years**. In case no bidder has provided government experience/ public sector experience, the bidders with experience in reputed organizations may be considered by the competent authority of the NCERT.
  - d. The Human Resource & Housekeeping Agency should have had a **(i) minimum Annual Turnover of Rs. 25.00 Crores (Rupees Twenty Five Crores) each during the years such as 2014-2015, 2015-2016 and 2016-2017**. A copy/copies of turnover statement year wise duly certified by the C.A must be enclosed with the tender document. **(ii) ITR return of the firm duly submitted by the firm with the Income Tax department for the year 2014-15, 2015-16 & 2016-17**.
  - e. The Agency/Company should have **its own Bank Account**. Certified copy of the account for the last three years issued by the Bank shall be enclosed.
  - f. The Agency/Company should be registered with **Goods & Service Tax Department**. Certified copy/copies of the **Registration**, shall be attached with the Bid document.
  - g. The Agency/Company should be registered with appropriate authorities under **Employees Provident Fund and Employees State Insurance Acts**. Certified copies of the Registration of EPF and ESIC shall be enclosed with the Tender document.
  - h. The Agency/Company must be registered under **Contract Labour (Regulation & Abolition) Act 1972. Registration & License No. of the agency/company** must be submitted along with the documents.
  - i. The Agency/Company must have minimum of **1000 (One Thousand) personnel on the roll during the last three years**.
  - j. The Agency/Company should have latest certificate of ISO/SA/OHSAS or latest certificate may also be enclosed.

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SECTION – VIII**

**QUALIFICATION REQUIREMENTS FOR HUMAN RESOURCE &  
HOUSEKEEPING DEPLOYMENT**

The qualifications and work experience required for personnel to be deployed by Agency/Company is given below. The minimum wages shall be paid as per approved rate of Govt. of NCT Delhi. The number of personnel at each level is also indicated below. This is the tentative estimated requirement and for the purpose of evaluation of this Bid. However, the actual requirement may vary and decrease or increase at different point of time based on functional requirements.

<b>S.No</b>	<b>Position</b>	<b>Qualifications</b>	<b>Requirement of manpower (tentative)</b>
1.	Multi Tasking Staff	➤ 10th pass with good communication skills & manners	69 <b>(Unskilled)</b>
2.	Mali/ Gardener	➤ Experience in gardening	<b>23</b> <b>(Unskilled)</b>
3.	Safaiwala	➤ Experience in sweeping & cleaning	<b>46</b> <b>(Unskilled)</b>
4.	Labourers	➤ Experience of loading & unloading	<b>37</b> <b>(Unskilled)</b>
5.	Service Boy	➤ 10 <sup>th</sup> pass with good communication skills & manners with Experience in attending room services.	09 <b>(Unskilled)</b>
6.	LDC/ Typists	➤ 12 <sup>th</sup> pass with good communication skills in English and Hindi ➤ Good knowledge of computer i.e. MS Word, MS Excel etc. with proficiency in having 35 W.P.M speed in English & 30 W.P.M in Hindi.	<b>34</b> <b>(Skilled)</b>
7.	Any other posts as required from time to time		

## **Section -IX**

### **CRITERIA FOR EVALUATION OF TENDER**

1. The evaluation of Technical bid will be done by considering the parameters listed in the technical bid form. Parameters at Sl No. 1 to 18 (Section -X) are essential in order to be eligible and only those Agency/Company who meets the requirements and provide documentary proof of the same will be considered for evaluation
2. After evaluation of Technical bids, the Financial bids will be opened.

**Section -X**

**PROFORMA FOR TECHNICAL BID**

1.	Name of Agency		
2.	Profile of the Agency		
3.	Name of proprietor/Director		
4.	Full Address of Registered Office		
	a. Telephone No.		
	b. Fax No.		
	c. E-mail Address		
5.	Full Address of Operating/Branch Office		
	a. Telephone No.		
	b. Fax No.		
	c. E-mail Address		
6.	Banker of Agency with Full Address		
7.	Registration Number of the Agency under the Companies Act (Upload self-attested scanned copy of the Registration)		
8.	Registration and Licence Number of the Agency under Contract Labour (Regulation and Abolition) Act, 1972 (Upload self-attested scanned copy of the Registration)		
9.	<b>Goods &amp; Service Tax Registration Number</b> and return for the last financial years 2016-17 or the latest (Upload self-attested scanned copy/copies of the registration certificate and return)		
10.	EPF Registration Number (Upload self-attested scanned copy of the registration certificate)		
11.	ESI Registration Number (Upload self-attested scanned copy of the registration certificate)		
12.	PAN Number of the Company (Upload self attested scanned copy of PAN card of the Agency)		
13.	Copy of latest ISO/SA/OHSAS Certificate.		
14.	Minimum Annual Turnover of the Agency during the last three Financial Years i.e <b>Rs.25.00 Crores (Rupees Twenty Five Crores)</b> each: (Copy of the Turn over during last three financial years duly certified by Chartered Accountant to be attached).	2014-15	Rs.
		2015-16	Rs.
		2016-17	Rs.
		<b>Total</b>	<b>Rs.</b>

15.	The attested copy/copies of ITR of the firm for the last 03 (Three) financial years or the latest (not assessment year) must be enclosed.	2014-15		Yes/No		
		2015-16		Yes/No		
		2016-17		Yes/No		
16.	Number of employees on the roll of the Agency during the last three years each as per details given below (proof thereof may be enclosed).	2014-15		2015-16	2016-17	
17.	Details of total experience during the last five years in respect of providing of Human Resource and Housekeeping work rendered in the Central Govt. / State Govt. / PSU / Reputed firms in the following format:					
S.No	Details of organization with full address	Amount of Contract	Duration of Contract		Nature of Contract	
			From	To	Type of manpower provided	Number of persons deployed
18.	<p><b><u>Undertaking on non- judicial stamp paper of Rs. 100/-</u></b></p> <p>(i) regarding non- blacklisting of the firms and</p> <p>(ii) disclosure of pending Court Cases, if any, and</p> <p>(iii) acceptance of all the terms and conditions of the tender document.</p>					

Date:  
Place:

Signature of authorized person  
Name:  
Seal:

**NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING, NEW DELHI**

**DECLARATION**

1. I/We, \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_  
Proprietor/Director/authorized signatory of the Agency mentioned above, is/are competent to sign this declaration and execute this tender document;
  
2. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
  
3. The information/documents furnished along with the above application are true and authentic to the best of my/our knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document **would lead to rejection of my/our tender at any stage besides liabilities towards prosecution under appropriate law.**

Signature of authorized person

Date:

Full Name:

Place:

Seal:

**Section – XI**

**PROFORMA FOR FINANCIAL BID**

The Agency is required to submit the price bid **per head** in the following format on Agency's/ Company's Letter Head as per minimum wages approved by the Govt of NCT of Delhi..

<b>S. No.</b>	<b>Skilled/Unskilled</b>	<b>Category</b>	<b>Minimum Wages</b>	<b>EPF</b>	<b>E D L I</b>	<b>Any other charges</b>	<b>Cost per head/ per month</b>	<b>Total cost</b>
1.	<b>Unskilled</b>	MTS (10 <sup>th</sup> Pass with good communication skills and manners)						
2.		Mali/Gardner (With experience in gardening)						
3.		Safaiwala (With experience in sweeping and cleaning)						
4.		Labourers ( With experience in loading and unloading)						
5.		Service Boy (10 <sup>th</sup> Pass with good communication skills and manners with experience in attending room services.						
6.	<b>Skilled(Clerical)</b>	LDC/Typist ➤ 12 <sup>th</sup> pass with good communication skills in English and Hindi. ➤ Good knowledge of computer i.e. MS Word, MS Excel etc. with proficiency in having 35 W.P.M speed in English & 30 W.P.M in Hindi						
					<b>S e r v i c e</b>			

						C h a r g e s ( % ) -	
		<b>Good Service Tax as applicable</b>					
		<b>Total Price/Cost for Housekeeping Staff in Rupees</b>					

Signature of Authorized person of the Firm



**NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING,  
NEW DELHI**

**Section-XII**

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE  
DEPLOYMENT OF**

**HUMAN RESOURCE & HOUSEKEEPING Staff**

**The following documents are required to be submitted :-**

1. List of Human Resource & Housekeeping to be deployed in NCERT containing full details i.e. date of birth, marital status, address etc.
2. Bio-data of all persons along with the supporting documents in respect of age/educational/professional qualifications etc.
3. Certificate of verification of antecedents of all persons by local police authority.
4. Detailed proof of identity like Aadhar Card, Voter ID, driving license, bank account details, proof of residence and recent photograph of the personnel deployed by the agency in NCERT.
5. Letter indicating the name, designation and telephone number of the Coordinator/Supervisor nominated by the agency.
6. Performance Security Deposit @10% of the accepted contract value in the form of an Account Payee Demand Draft, Fixed Deposit Receipt (FDR) or Bank Guarantee from a Nationalized/Commercial Bank in an acceptable form, in favour of Secretary, NCERT, New Delhi, payable at New Delhi with a validity period of 18 months.

**NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING,**

**NEW DELHI**

**Section -XIII**

**FORM-I**

**CONTACT DETAILS FORM**

**GENERAL DETAILS OF BIDDER**

1. **NAME OF THE COMPANY** :  
.....
2. **NAME AND DESIGNATION OF  
AUTHORISED REPRESENTATIVE** :  
.....
3. **COMMUNICATION ADDRESS** : .....
4. **PHONE NO./MOBILE NO** : .....
5. **FAX** : .....
6. **E-MAIL I.D.** : .....

**PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE**

1. **NAME OF THE CONTACT PERSON** :  
.....
2. **DESIGNATION** : .....
3. **PHONE NO.** : .....
4. **MOBILE NO.** :  
.....
5. **E-MAIL I.D.** : .....

**NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING,**

**NEW DELHI**

**UNDERTAKING**

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.
2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.
3. I give the rights to the competent authority of the National Council of Educational Research & Training to forfeit the Earnest Money/Security money deposited by me in case of breach of conditions of Contract.
4. I hereby undertake to provide the human resource and Housekeeping services as per the directions/instructions given in the tender document/contract agreement.

**Signature of the Authorised Signatory**

Date :-

Place:-

**Designation:**

**(Office seal of the Bidder)**

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**NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING,**

**NEW DELHI**

**FORM-II**

**BID SECURITY FORM**

No..... Date.....

To

**The Secretary (hereinafter called “The Owner”)  
National Council of Educational Research & Training  
Sri Aurobindo Marg, New Delhi - 110016**

Whereas M/s.....(Hereinafter called “the bidder”) has submitted its bid dated.....for providing Human Resource & Housekeeping Services vide Tender No. .... / **dated**..... KNOW ALL MEN by these presents that WE .....of having our registered office at .....

(Hereinafter called ‘the Bank’) are bound unto The Owner in the sum of **Rs 4,00,000/- (Rupees four lakhs only)** for which payment will and truly to be made of the Owner, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligations are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Owner, during the period of bid validity.
  - a. fails or refuses to execute the Contract, if required;  
OR
  - b. fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.  
OR
  - c. fails or refuses to perform their duties fully or partially to the satisfaction of the Owner.

We undertake to pay the Owner up to the above amount upon receipt of its first written demand, without the NCERT having to substantiate its demand, provided that in its demand the Owner will not justify the demand of the amount claimed by it is due to it owing to the occurrence of any one or both of the conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as specified in Section - 3 (Instruction of the Bidders) of the Bid document up to 180 days and including thirty (30) days after the period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Name & Signature of witness

Signature of the Bank Authority

Address of witness

Name

Signed in capacity of  
Full address of Branch  
Tel No. of Branch  
Fax No. of Branch

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**NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING,**

**NEW DELHI**

**FORM-III**

**FORM FOR FINANCIAL CAPACITY**

Description	Financial years		
	2014-15	2015-16	2016-17
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

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**NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING,**

**NEW DELHI**

**FORM-IV**

**CONTRACT AGREEMENT NO.....-/ DATED .....**

THIS AGREEMENT is made on ..... between **Secretary, National Council of Educational Research & Training** (hereinafter referred to as “NCERT” which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at Sri Aurobindo, Marg, New Delhi of the One Part,

**AND**

**M/s.....**having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Human Resource & Housekeeping Services to NCERT.

NOW THIS AGREEMENT WITNESSTH as follows:

- I. **WHEREAS** the NCERT invited bids through open tender, vide Notice Inviting Tender dated .....for “**availing Human Resource & Housekeeping Services at its office under Tender No. ....**”/
  - II. **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the NCERT
  - III. **AND WHEREAS** the NCERT has selected **M/s.....**as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Intent (LOI) No. ....**, to the Contractor on ..... for a total sum of ..... (Rupees ..... Only).
  - IV. **AND WHEREAS** the NCERT desires that the Human Resource & Housekeeping Services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.
  - V. **AND WHEREAS** the Contractor acknowledges that the NCERT shall enter into contracts with other contractors / parties for the Human Resource & Housekeeping Services of its premises in cases the Contractor falls into breach of the terms and Conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- 43**
- VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the NCERT and the Contractor as parties of competent capacity and equal standing.
  - VII. **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing Human Resource & Housekeeping Services in the NCERT’s premises, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the NCERT.
  - VIII. **AND WHEREAS** the Contractor shall be responsible for payment of Service Tax with Central Excise and Taxation Department. The documentary proof of the same must be submitted within one month of payment of particular bill for the amount of Service Tax Charged in the said bill
  - IX. **AND WHEREAS** the NCERT and the Contractor agree as follows:
    1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
    2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
      - a. The Letter of Intent (LOI) issued by the NCERT.
      - b. Notice to Proceed (NTP) issued by the NCERT
      - c. The complete Bid, as submitted by the Contractor.

- d. The Addendum, if any, issued by the NCERT.
  - e. Any other documents forming part of this Contract Agreement till date.  
(Performance Bank Guarantee, Bank Guarantee)
  - f. Charges – Schedule annexed to this Article of Agreement
  - g. Supplementary Agreements executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

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4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- x. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of  
Contractor

Signed on Behalf of the  
**National Council of Educational Research & Training**

**(Authorised Signatory)**

**(Authorized Signatory)**



**FORM-V**

**PERFORMANCE BANK GUARANTEE**

(To be executed on non Judicial stamped paper of an appropriate value)

Date:.....

Bank Guarantee No : .....

Amount of Guarantee : .....

Guarantee Period: From : ..... to .....

Guarantee Expiry Date : .....

Last date of Lodgement : .....

**WHEREAS** National Council of Educational Research & Training having its office at Sri Aurobindo Marg, New Delhi (hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of Intent (LOI)*]

(“**Contract**”) with [*insert name of the Successful Bidder*] .....(hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for the performance, execution and providing of Human Resource & Housekeeping Services “**Human resource & housekeeping Services**” shall have the meaning ascribed to it in the Contract based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

**AND WHEREAS** one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at New Delhi for an amount equal to 10% of the total Contract Sum (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period including any extension thereof.

**AND WHEREAS** the Contractor has approached [*insert the name of the scheduled bank*] (hereinafter referred to as the “**Bank**”) having its registered office at [*insert the address*] .....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

Section 6.4

- (i) The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of Performance Bank Guarantee (PBG) values, the Owner shall surrender the current PBG to the bank for amendment in price.
- (ii) However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding [*figure of Guaranteed Amount to be inserted here*] (.....only)
- (iii) The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- (iv) The rights of the Owner to recover the guaranteed amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been

raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such guaranteed amount and/ or the Contract.

- (v) The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is effected.
- (vi) This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- (vii) All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract.
- (viii) NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Warranty Period under the Contract.
- (ix) Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- (x) However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- (xi) We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated *[date of power of attorney to be inserted]*.....granted to him by the Bank.  
Date:  
Bank  
Corporate Seal of the Bank  
By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

**NATIONAL COUNCIL OF EDUCATIONAL RESEARCH AND TRAINING,**

**NEW DELHI**

**Section - XIV**

**CHECK-LIST**

**CHECK LIST ON PREPARATION OF BIDS**

<b>Sl. No.</b>	<b>Particulars</b>	<b>YES/NO</b>
1.	Have you filled in and signed on each page of the Contract Details Form?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
<b>TECHNICAL BID</b>		
3.	Have you scanned and uploaded copy of EMD or Bank Guarantee of Rs.4,00,000/- in the Technical Bid ?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
5.	Have you uploaded self attested scanned copy of proof of having met the minimum eligibility criteria?	
5.1	Legal Valid Entity: Have you uploaded self attested scanned copy of Certificate issued by the Registrar of firms / Companies?	
5.2	Financial Capacity: Have you attached Audited Balance Sheet for the last three years?	
5.3	Registration with Government Bodies like ESIC, EPF, Labour Laws: Companies Act, Goods & Service Tax/Service Tax Department. Have you attached scanned copy of a Registration copy of each of the certificate?	
5.4	Experience: Have you uploaded scanned copy of the self attested experience certificates issued by the Organizations / Government Deptts. of the last five years?	
5.5	Human Resource: Have you uploaded self attested scanned copy of proof of number of personnel employed by your firm?	
5.6	Have you uploaded self attested scanned certified copy of quality assurance certificate like ISO/SA/OHSAS etc?	
6.	Have you uploaded self attested scanned copy of the proof of authorization to sign on behalf of the bidder in the Technical Bid?	
7.	Have your Technical Bid been uploaded as per the requirements of the Tender?	
<b>FINANCIAL BID</b>		
8.	Is your financial Bid proposal uploaded duly filled, and signed on all pages?	
9.	Have you quoted your rate for personnel & machine?	
10.	Have your financial bid been uploaded as per Tender?	

### **Instructions for Online Bid Submission:**

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

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

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

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules.

These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

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

**Note:** My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded bid Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **SUBMISSION OF BIDS**

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

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

## **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.