

e-TENDER NOTICE

Sub: Inviting Quotation for providing services of multi-tasking and watch & ward personnel on Contract basis in the Central Bureau of Narcotics-regarding.

e-Tender(s) is/are invited by the Central Bureau of Narcotics (CBN) (hereinafter referred to as the Department) under Ministry of Finance Department of Revenue under two bid systems i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Service Providers for providing services of multi-tasking (MTP) and Watch & Ward personnel to the Central Bureau of Narcotics at various location. The persons should have minimum qualification of 10th to perform the following duties:

Assist the CBN officers in the day to day office work which includes movement of files/record, photocopying work, attending to senior officers and multi-tasking jobs required to be performed in the office.

2. A total number of 100 personnel are required to be provided. The approximate requirement of personnel in various units/Gwalior is as below. However, these numbers may vary depending on the load of work at various places

	Unit	Districts where offices situated	No. of personnel required for	
			Multi tasking	Watch & Ward
1	Hqrs. Office Gwalior	Gwalior	9	6
2.	MP Unit, Neemuch	Neemuch, Mandsaur, Ratlam, Indore and Ujjain	30	10
3.	Raj. Unit, Kota	Kota, Jhalawar, Bhilwara, Chittorgarh, Pratapgarh, Udaipur, Jaipur	25	10
4.	UP Unit, Lucknow	Lucknow, Barabanki, Bareilly, Ghazipur	7	3

3. The bidders can submit tender either for all the three units and Gwalior or may submit tender only for a particular unit/Gwalior. Tender will be finally granted for each unit/Gwalior separately. In case a bidder wishes to submit tender for more than one unit (including Gwalior) than he can file one technical but separate financial bid for each unit and Gwalior with total EMD as applicable for unit (**Ref. para 6**). For selection of the firms for providing the above said services, the pre-qualification criteria as described in **para 11(A)** will be adopted and the proposals not fulfilling the above said criteria may be rejected out rightly without evaluating the technical bid.

4. On award of the contract, the contractor will be paid wages as fixed by Central Labour Commissioner (as may be applicable during the period of engagement) along with EPF and ESI at statutory rates, Service Tax and Service Provider's charges. Bidders are required to indicate only the percentage of basic wage and variable DA which they intend to charge as their service charges in their financial bid. The rates of wage for MTP will be as applicable as for housekeeping workers and watch and ward as specified by the Central Labour Commissioner from time to time.

5. The Bids will be accepted only online through the website <http://eprocure.gov.in/eprocure/app> from **23/09/2016 to 14/10/2016**. The interested service providers may submit the Tenders in two Bid systems-(i) Technical Bid and Financial Bid in the prescribed proforma. Tenders are to be submitted only On-line through e-procurement portal. All the documents in support of eligibility criteria etc., are also to be scanned and uploaded along with Tender documents. Tenders sent by any other mode will not be entertained. No Tender documents will be accepted after the expiry/closure of On-line Bid time.

6. The Earnest Money Deposit (EMD) of Rs 20,000/- each in case of tender for Rajasthan and Madhya Pradesh Unit and Rs 10,000/- each in case of Gwalior and UP Unit Lucknow in the form of Account payee Demand Drafts/Bankers Cheque drawn in favour of "**DDO CBN, Gwalior**" are to be sent to **Assistant Narcotics Commissioner**, between **23/9/2016 to 14/10/2016** upto 4:00 PM. However scanned copy of the EMD is to be submitted with the on-line technical bid. If bid is received without EMD or received after expiry of stipulated time and date, it would be rejected summarily.

7. The Technical Bids will be opened by the Evaluation Committee of Department of CBN on **18/10/2016** and Financial Bids of only those bidders, who qualify in the Technical Bids will be opened on (**will be intimated later**) in the Chamber of the Assistant Narcotics Commissioner, CBN, Gwalior.

8. The Successful bidder will have to deposit performance Security Deposit of Rs 3,00,000/- in respect of MP and Rajasthan Unit and Rs.1,00,000/- in respect of Gwalior and UP Unit in the form of Fixed Deposit Receipt (FDR) made in the name of Agency and hypothecated to the "DDO CBN, Gwalior".

9. The performance Security Deposit should remain valid for a period of ninety (90) days beyond the stipulated date for completion of the contract for six months. In case,

the Contract is further extended for a period of six months, the performance Security will have to be renewed and extended accordingly.

10. The Department reserves the right to cancel the Tender at any time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.

11. Evaluation of Proposals

(A) Pre-Qualification Criteria: The proposals not fulfilling the following criteria may be rejected out rightly without evaluating the technical bid.

- a) The interested firm should be in the business of providing manpower services for at least 2 years to bid for Gwalior and UP Unit Lucknow and 3 years to bid for MP Unit Neemuch and Rajasthan Unit, Kota.
- b) Bidder should have completed minimum 2 contracts with any government offices of Central/State Government which include Public Sector Undertaking in the last three financial years ended 31.3.2016.
- c) The firm should have a minimum average annual turnover of 15 lakhs to bid for Gwalior, 10 lakhs for UP Unit and 40 lakhs to bid for MP Unit and Rajasthan Unit for the last three financial years.
- d) Every page of the bid document must be signed and stamped by the authorized signatory of the Firm.
- e) The Technical & Financial bids must be accompanied with all requisite documents as mentioned in Annexure I and II.
- f) Technical and financial Bid must be submitted on-line and EMD should be submitted within the stipulated time and date. In case EMD is not submitted before opening of the technical bid, the proposal will be rejected out-rightly.
- g) Proposals received within the stipulated time and date only will be considered.

(B) Evaluation process

- (a) There would be two Bids system. An Evaluation Committee will be constituted by the Department to evaluate the Technical proposals based on the criteria given in Para **11 (C)(i)** below. Each responsive proposal will be given a technical score (TS). Any proposal shall be rejected at this stage, if it does not contain the pre-qualification criteria as per **Para (11) (A)** above and does not achieve the minimum technical score indicated in **Para (11) (C)(ii)** below.
- (b) Financial proposals of only technically qualified bidders shall be opened.

(C) Evaluation of Technical Bids

(i) The Technical Bids will be submitted as per the format at **Annexure I** and will be evaluated as per the criteria indicated below:

(a) Average turnover per year for the last 3 financial years (total points - 20):

The following criteria will be adopted for awarding points for turnover of the firm in providing man-power services:

No. of Marks for turnover of the service providing firms	FOR BID IN RESPECT OF			
	Gwalior	MP Unit Neemuch	Rajasthan Unit Kota	UP Unit Lucknow
5	15 lakhs	40 lakhs	40 lakhs	Upto 10 lakhs
10	15-25 lakhs	40-75 lakhs	40-75 lakhs	10-20 lakhs
15	25-40 lakhs	75-100 lakhs	75-100 lakhs	20-35 lakhs
20	Above 40 lakhs	Above 100 lakhs	Above 100 lakhs	Above 35 lakhs

(b) Experience (total point - 15): The following criteria will be adopted for awarding marks for experience in providing manpower in the technical bids:

No. of Marks for experience in service providing	FOR BID IN RESPECT OF			
	Gwalior	MP Unit Neemuch	Rajasthan Unit Kota	UP Unit Lucknow
5	2 years	3 years	3 years	2 years
10	4 years	5 years	5 years	4 years
15	More than 4 years	More than 5 years	More than 5 years	More than 4 years

(c) Existing Contract with the Government Department (total point- 15):

The following criteria will be adopted for awarding points for completing contracts with the Government:

No. of Marks for contracts with Central/State government offices including PSUs	FOR BID IN RESPECT OF			
	Gwalior	MP Unit Neemuch	Rajasthan Unit Kota	UP Unit Lucknow
5	2 contract	2 contract	2 contract	2 contract
10	3 to 5 contracts	3 to 5 contracts	3 to 5 contracts	3 to 5 contracts
15	More than 5 contracts	More than 5 contracts	More than 5 contracts	More than 5 contracts

(ii) Financial Bids of all firms securing 50% or above as per evaluation of their Technical Bids will be opened.

12. Evaluation of Financial Bids

(i) The Financial Bids will be submitted as per the Format in Annexure II. As indicated in the para 4, the bidders are required to indicate only the percentage of basic wage plus variable DA which they intend to charge as their service charges in the Financial Bid. For calculating the rates fixed by the Central Labour Commissioner please visit the <http://www.clc.gov.in>.

13. Award of contract

(i) The bidder with the lowest financial bid (i.e. one who is quoting minimum percentage of Basic Wage and variable dearness allowance) will be awarded the contract. In case of equality of rates of two or more bidders, the decision of awarding the contract shall be taken on the basis of the bidder having higher Technical Score.

(ii) In case both the financial Bid and the Technical Score being equal for two or more firms, DEPARTMENT may split the contract between all such firms equally or by any other proportion, depending on their willingness to supply the reduced service.

(iii) The contract will be initially for a period of six months, which may be extended subsequently, on mutual consent, for a further period of not more than six months on review of performance, depending upon the requirement which may vary as per the requirement of the Department at a particular point of time.

(iv) Terms and conditions of the contract are attached herewith.

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.

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.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) 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.
- 9) 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.

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Terms and Conditions for the Contract

The contract is valid for a period of six months. The contract may be renewed for a further period of six months depending upon the performance of the contracting firm and the requirement of the Central Bureau of Narcotics (hereinafter referred to as the Department) on mutual agreement.

2. The performance Security Deposit should remain valid for a period of ninety days beyond the stipulated date for completion of the contract for initial six months. In case the Contract is further extended for a further period of six months, the Performance Security will have to be renewed accordingly. The Department will be entitled to forfeit/appropriate the entire amount of 'performance Guarantee' or any part thereof towards any money payable by the services provided by the service provider subject to such adjustment, the balance amount of Performance Guarantee, if any, will be returned to the service provider after 60 days of expiry/termination, as the case may be, of this contract.

3. The Firm/Contractor shall furnish a list of the workers/personnel deployed along with their full names, father's/husband's name, date of birth, full residential addresses(present and permanent), contact Tel. No. etc. The Firm/Contractor shall be responsible to get the character and antecedents of the persons verified by the Police before deploying them in the Department of CBN.

4. There shall be no representation of any kind, implied or otherwise, of any automatic, absorption, regularization, continued engagement or concession or preference in employment or employment security for the persons engaged by the service provider/contractor for any engagement, service or employment in any capacity, in any office or establishment of the Government.

5. The contract does not amount to employment with the Government nor confer any right on the contractor/firm or the workers/personnel engaged by the contractor/firm, nor any representation to the Government as to the possibility or preference in employment at any time in future in respect of security and other personnel of the contractor/firm in any office/establishment of the Government.

6. The firm shall appoint a coordinator, who would be responsible for immediate interaction with the Narcotics Department and the firm/contractor so that optimal services are available without disruption. The Multi-tasking personnel deployed shall be

required to report for duty at 9.30 AM on the working days and to work until 6.00 PM or more as per instructions. However, watch and ward personnel will be deployed in the shifts as may be required. The word person/persons hereinafter mean both multi-tasking and watch & ward personnel.

7. The persons engaged will observe office discipline and decorum and shall not misbehave with any official. If, at any point of time, any person abstains himself/herself, a substitute shall be provided immediately. In case, any person is absent on a particular day and substitute is not provided, daily rate/pro rata basis shall be deducted from the bill for the month.

8. The firm shall be directly responsible for settlement of any dispute or grievance of the 'persons' relating to his/her deployment and this Department, in no way, be responsible for settlement of such issues/dispute.

9. Any liability regarding payments of wages to person arising due to non-compliance with any of provisions of the Labour Laws or due to any human loss/injury during the course of work will be the sole and personal responsibility of the firm. The Firm shall pay the prescribed wages to the persons engaged as per applicable orders of the Government of India and to enhance the rates, as and when it is revised as well as all the statutory dues w.r.t. ESI, EPF etc. The firm will submit the copies of the EPF statement/Pass Book, ESI Card and Service Tax Challans along with the bill of next month otherwise payment of next month will not be released.

10. The firm shall undertake to provide the service for the entire duration regularly failing which his Performance Security Deposits and such other amount that may be due from this Department to the Firm shall stand forfeited.

11. If, at any point of time, the services being provided by the firm/contractor are found to be unsatisfactory in any manner, the contract of the firm/contractor would be terminated without assigning any reasons by giving notice of four weeks. The decision of the Department in this regard shall be final and binding of the firm.

12. The working hours of the MTP deployed shall be from 9.30 AM to 6.00 PM on the basis of 5/6 days working days in a week as the case may be. In other words, for the persons deployed for 5 working days in a week, the remuneration of wages will be paid for 22 days in a month. For the persons deployed for 6 days in a week, remuneration of wages will be paid for 26 days. The extra days in a month (i.e. over & above of 22/26 days) will be paid on pro-rata basis if the services of the persons is required on Saturdays/Sundays/Holidays. The persons may have to sign the Attendance both at the time of arrival and departure.

13. The firm will ensure & make payment of wages to the persons engaged by 7th of every month. In case of failure to make payment of wages to the persons deployed within the prescribed period or making short payment by firm, the amount of Performance Security Deposit deposited by the firm with the Department may be forfeited without any notice and the firm may also be blacklisted.

14. The persons deployed shall not be entitled for any benefits which are admissible to the regular employees of this Department. However, the firm is required to pay wages to the persons strictly as per the Minimum Wages Act modified form time to time including EPF, ESI and other social schemes of the Government of India **and Ministry of Labour & Employment and other governing instructions, if any, thereon.**

15. If at any point of time, the services of any persons being provided by the selected firm found to be unsatisfactory or not of the expected level in any manner, the firm will have to withdraw/change the person immediately on the request of the Department.

16. The firm shall comply with all relevant Laws/Rules made and amended from time to time under Income Tax Act, ESI Act, PF Act, Factories Act, ID Act and Contract Labour (Regulation & Abolition) Act and any other relevant act/rules in force in this regard and shall follow the revisions/amendments thereunder. The firm will have to provide sufficient proof that the service tax and other charges collected from the Department have been paid to the Govt. properly failing which requisite amount of the tax will be deducted from the Performance Security and paid to the Government and other appropriate action will be taken for the default by the firm in not depositing the amount of tax with the Government.

17. The firm shall ensure discipline amongst the personnel provided by it and restrict their unnecessary movement/assembly in the corridors of adjacent areas.

18. The Department expects efficient and prompt service from the firm under the above terms and conditions on which no compromise will be made.

19. The Department reserves the right to cancel the Tender at any point of time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.

20. The Service provider shall not assign, transfer, pledge or sub-contract the services without the prior consent of this Department.

21. The service provider shall submit pre-receipted bill on a monthly basis for reimbursement by 2nd of every month for the preceding month and in case of holiday on that day the next working day.

22. The Service provider shall at all times indemnify and keep indemnified the Department against any claim on account of disability/death of any of its employee caused while providing the services within/outside the premises of the Department which may be made under Workmen's Compensation Act, 1923 or any other Act or any other statutory modifications thereof or otherwise for or in respect of any claim for damage or compensation payable in consequence of any accident or injury sustained by any employee of the service provider or in respect of any claim, damage, or compensation under Labour laws or rules made there under by any employee whether in the employment of the service provider or not who provided the services at any location of the Department as provided hereinbefore.

23. This Department may at its discretion direct the service provider to dismiss or remove from the site of work, any person or persons, engaged by the service provider, who may be incompetent or may not conduct himself/herself properly and service provider shall forthwith comply with such requirements. The Department reserves the right to order any employee of the service provider to leave its premises if his/her presence at any time is felt undesirable.

24. The service provider has to provide Photo Identity Card to the persons engaged by it for carrying out the work. This card will be displayed by the employees of the service provider during the working hours.

If the employee of the service provider indulges in theft, negligence or any illegal/irregular activities, misconduct, the service provider will initiate appropriate action against erring employee and intimate accordingly to the Department.

25. The Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

26. The service provider's employees should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drink, paan/gutkha smoking, loitering without work. The service provider shall be responsible for any act of indiscipline on the part of employee deployed by them.

27. The service provider's employee shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements/administrative/organizational matters as all may be of confidential/secret nature.

28. The service provider's worker shall not claim any benefit/compensation/absorption/regularization of services with the office under provision of Industrial Disputes Act, 1947 or Central Labour (Regulation & Abolition) Act, 1970. Undertaking from the each person to this effect will be required to be submitted by the Service provider to this Department.

29. The service provider shall ensure deployment of suitable personnel having **clean background after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and immediately withdraw such personnel who are not found suitable by this Department for any reasons on receipt of such a request.**

30. The service provider shall engage the necessary person(s) as required by the Department from time to time. The persons engaged by the service provider shall be the personnel of the service provider and it shall be the duty of the service provider to pay their salary.

31. The transportation, medical and other statutory requirement in respect of each personnel of the service provider will be the responsibility of the service provider.
32. Working hours would be normally 8½ hours per day from 9.30 AM including half an hour lunch break during working days. However, the concerned persons may have to stay beyond office hours, if so directed due to exigencies of works.
33. The personnel of the service provider shall have to come office on Saturday, Sunday and other gazetted holidays, if directed to do so, for which they will be paid as per the rates approved by this Department. Similarly, if person avails leave the wages will be deducted on pro-rata basis.
34. The service provider shall provide a substitute well in advance if there is any possibility of any person leaving the job due to his/her personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
35. The service provider shall be responsible for compliance and fulfilling of all statutory and non-statutory obligations under Minimum Wages Act. Payment of Wages Act, Employees State Insurance Act Workmen's Compensation Act and Contract Labour Regulation and Abolition Act etc.
36. No escalation in the rates quoted by the service provider will be accepted on any grounds during the currency of this contract, except for legal/statutory obligations. However, in case rates of minimum wage are enhanced by the Central Labour Commissioner, the pro-rata escalation in the rates may be considered by the Competent Authority.
37. The service provider may take action against the person deployed by it, if it so desire, due to any reason, however, no right shall vest in any such person to raise any dispute and/or claim whatsoever against this Department, as a result of such action of service provider. The Department shall under no circumstances be deemed or treated as the Employer in respect person engaged/employed by the service provider for any purpose, whatsoever, nor would the Department be liable for any claim(s) whatsoever, of any such employee or the Service provider.
38. The service provider shall submit bill on a monthly basis for the services rendered by it. The pre-receipted bill is to be submitted in triplicate in the 2nd of each month for the services provided during the preceding month. The payment to the service provider will be subject to furnishing of satisfactory report, regarding their attendance and services, from the officers, with whom the personnel hired, are attached for duty.
39. The service provider shall obtain all registration(s)/Permission(s)/licence(s) etc. which are/ may be required under any labour or other legislation for providing the services under this contract. It is expressly understood that the service provider is fully responsible to ascertain and understand the applicability of various acts, and take necessary action to comply with the requirements of law.

40. Nothing contained in this contract shall be construed as establishing, creating or implied between the Parties (including the personnel's engaged by the Second Party), a relationship of master and servant or principal and agent.
41. The service provider shall at all time Indemnify the Department against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by the service provider's employees, personnel's or agents or by any other Third Party resulting from or by any service rendered or operation conducted by or on behalf of the Second Party.
42. In the event of failure of the service provider to provide the services or part thereof for any reasons, whatsoever, the Department shall be entitled to procure services from other sources at the risks and cost of service provider and the service provider shall be liable to pay forthwith to the Department the difference of payments made to such other sources.
43. The service provider shall not claim any losses, damages, costs, charges, expense, liabilities arising out of performance/non-performance of services, which it may suffer or otherwise incur by reason of any act/omission, negligence, defaults or error in judgment on part of itself and/or its personnel in rendering or non-rendering the services under this contract.
44. Any loss/damage to the property of the Department due to negligence of the employees of the service provider shall have to be borne by the service provider.
45. The Department shall give a notice for the termination of this agreement to the service provider when there is a major default in the compliance of the terms and conditions of this contract or the service provider has failed to comply with its statutory obligations. Decision of the Department in this regard shall be final. The service provider, through a notice of 3 months in writing, may also terminate this contract.
46. The service provider shall always inform the Department within 7 days in writing, about any change in its address or the names and addresses of its key personnel. Further, the service provider shall not change its ownership without the prior approval of the Department.
47. The contract does not amount to employment with the Government nor confer any right on the contractor/firm or the workers engaged by the contractor/firm, nor any representation to the Government as to the possibility or preference in employment at any time in future in respect of security and other personnel of the contractor/firm in any office/establishment of the Government.
48. The firm shall submit an undertaking in form of duly executed affidavit to deposit EPF and ESI contribution of the Employer and Employee in the EPF, ESI Account of the persons every month, if applicable.

49. The Firm shall comply with the instructions relating to payment of EPF in respect of those employees who are not in excluded category as per instructions issued by the Government on the Subject.

50. The employer's share of EPF will not be paid to the firm for those persons, who are in the excluded category of EPF contribution as per latest guidelines issued by Ministry of Labour & Employment in this regard. **The employer's share of EPF will be paid to the firm on production of documentary evidence of depositing the share in the individual employee's EPF account opened for the employee in his/her name.**

51. The firm shall undertake to provide the service for the entire duration regularly failing which the performance Security Deposits and such other amount that may be due from this Department to the firm shall stand forfeited.

52. If, at any point of time, the services being provided by the firm/contractor are found to be unsatisfactory in any manner, the contract of the firm/contractor would be terminated by giving notice of four weeks without assigning any reasons. The decision of CBN in this regard shall be final and binding on the firm.

53. The Department expects efficient and prompt service from the firm under the above terms and conditions on which no compromise will be made.

54. Complementary service by any firm is not acceptable. If any firm quotes the Administrative Service Charges as 'Nil', it shall be treated as invalid quote and will be summarily rejected even though the firm is technically qualified.

55. The Department reserves the right to cancel the Tender at any point of time or amend/withdraw any of the terms and conditions contained in the Tender Document, without assigning any reason, thereof.

56. If any dispute arises between the service provider and Department, the decision of the NARCOTICS COMMISSIONER would be final. Further, if there is any dispute arising out of the contract, will be settled within the jurisdiction of Gwalior.

57. Termination of Contract:

(A) General condition for termination: The conditions stipulated in the contract shall be strictly adhered to and violation of any of these conditions by the Bidder will entail termination of the contract without prejudice to the right of the Department. In addition, CBN shall be free to forfeit the Performance Guarantee and getting the assigned work done from alternate source at the risk and cost of the defaulting vendor. The firm can also be blacklisted from participating and executing future manpower contract in Government of India and any other agency under it.

(B) Termination for insolvency: DEPARTMENT may at any time terminate the work order/contract by giving written notice of four weeks to the Vendor, without any compensation to the Vendor, if the Vendor becomes bankrupt or otherwise insolvent.

(C) Termination for default

(a) Default is said to have occur: If the Vendor fails to deliver any or all of the service within the time period specified in the work order or any extension thereof granted by DEPARTMENT.

(b) If the Vendor fails to perform any other obligation under the contract/work order.

(c) If the Vendor in either of the above circumstances does not take remedial steps within a period of thirty days after receipt of the default notice from DEPARTMENT, DEPARTMENT may terminate the contract/work Order. DEPARTMENT may also at its discretion transfer, upon such terms and in such manner, as it deems appropriate, work order for similar work to other vendor and the defaulting vendor will be liable to compensate DEPARTMENT for any extra expenditure involved towards support service to complete the scope of the work totally.

(D). Arbitration

All disputes or differences, including the claims for damages and compensation whatsoever, arising between the parties, out of or relating to the construction, meaning, operation or effect of this Agreement or the breach thereof shall be settled amicably and in this regard the decision of the NARCOTICS COMMISSIONER would be final. However, if the parties are not able to resolve amicably within a period of 15 days, the same shall be resolved by Arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute may be referred to Arbitration by either party only after notice in writing to the other, clearly mentioning the nature of the dispute/differences.

(E). Power to exempt

The Department reserves the right to withdraw/relax any of the terms and conditions mentioned without assigning any reason.

TECHNICAL BID

For Providing Multi-Tasking/Watch & Ward personnel to the Central Bureau of Narcotics

1.	Name of Tendering Company (Attach Certificate of registration with a brief profile of the company)	
2.	Name of Proprietor/Director of Company	
3.	Full address of Registered Office with Telephone No. Fax and E-mail.	
4.	Full address of operating/Branch office with Telephone No. Fax and E-mail	
5.	Banker of Company with full address (Attach certified copy of statement of A/C for the last three years)	
6.	PAN/GIR No. (Attach attested copy)	
7.	Service Tax Registration No. (Attach attested copy)	
8.	E.P.F. Registration No. (Attach attested copy)	
9.	E.S.I. Registration No. (Attach attested copy)	
10.	Audited Balance Sheet for the last three years ending 2015-16, duly attested	
11.	Summary of total turnover of the company for the last 03 years	
12.	Give details of the experience in the field of providing manpower services along with copies of supporting documents duly attested	
13.	Details of manpower contract with Government Department with supporting documents. (at least 2 Departments)	
14.	Affidavit stating that the company is/has not been black listed by Central/State Government/PSU (Attach Copy) in the last three years nor does it have any litigation pending with any of the Government Departments.	
15.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document- Annexure-III)	
16.	Authorization of person by the firm to execute the tender document	
17.	List of other clients	
18.	Tender acceptance letter (Annexure -IV)	

Signature of the Authorized person
with Name, Designation and seal

Date:

Place:

FINANCIAL BID

For providing Multi-Tasking Staff /Watch & Ward personnel to the CBN
for _____ (Unit name for which bid is submitted)

Component	Quotes
Quote remuneration per month in terms of percentage of basic wage plus variable dearness allowance expected as service charges for providing man-power services to CBN	

Remarks: For details please see para 4 and 12 of the tender notice.

Full Signature of authorized person.

Name and Seal

Place and Date:

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We Certify that in last three years, we have neither failed to perform on any contract, since no imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award nor been expelled from any project or contract by and public authority for breach on our part.

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in section B of Fraud and Corrupt Practices of the Terms and Conditions of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any Government, Central or State; and
- b) We have taken steps to ensure that in conformity with the provision of Section B of Fraud and Corrupt Practices of the Term and Conditions of the document, no person action for us on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicate or adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/managers/employees.

Signature
Name & Designation with office Seal

Date:
Place:

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

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

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

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)