# Tender for Housekeeping Services 2019



National Board of Examinations Ansari Nagar, Medical Enclave New Delhi-1 10029

(www.natboard.edu.in)

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National Board of Examinations

(Autonomous body of Ministry of Health & Family Welfare, Govt. of India) NAMS Building, Medical Enclave, Ansari Nagar New Delhi - 110029

No.: NBE/Admin/Tender/HKS/2019

dated 24<sup>th</sup> July 2019

# Invitation for Bids for Housekeeping Services

The National Board of Examinations (NBE) is an autonomous body of Ministry of Health and Family Welfare (MOHFW), Govt. of India, entrusted with the task of conducting uniform and high standard exams at Post Graduation level in the field of Modern Medicine. All entrance tests for admission to Medical courses, with the exception of NEET (UG) are being conducted by the NBE. Additionally, the NBE conducts three-year Post Graduation level course namely the Diplomate of National Board (DNB) and a two years Fellowship Courses.

2. The NBE intends to empanel agencies / vendors / firms engaged in the business of Housekeeping Services.

3. The NBE invites Tender Bids under two bid system (Technical & Financial) from Housekeeping Service Providers (also called the "bidder") for Housekeeping Services initially for a period of Three years extendable further on mutual consent.

| Crucial Dates:                      |                                       |
|-------------------------------------|---------------------------------------|
| Published Date                      | 25 <sup>th</sup> July 2019            |
| Bid Submission Start Date           | 25 <sup>th</sup> July 2019            |
| Bid Submission End Date and Time    | 13 <sup>th</sup> August 2019 12:00 pm |
| Technical Bid Opening Date and Time | 13 <sup>th</sup> August 2019 4:00 pm  |
| Financial Bid Opening Date and Time | 20 <sup>th</sup> August 2019 2:00 pm  |
| Date for Commencement of Services   | 1 <sup>st</sup> September 2019        |

# Scope of Work /Services

- 1. National Board of Examinations requires the services of a reputed, well established and financially sound Housekeeping Service Provider, registered with appropriate authorities for providing Housekeeping Services.
- 2. The Bidder should have atleast 5 years experience in providing Housekeeping Services to Govt. offices / PSUs /Hospitals /MNCs.
- 3. Housekeeping services to be provided in the offices of the National Board of Examinations located at:
  - Sector 9, Dwarka, New Delhi-110075, and
  - NAMS Building, Medical Enclave, Ansari Nagar, New Delhi
- 4. All floors, common areas, periphery, outdoor area and roofs of the main building, adjoining annexure building and Ansari Nagar Office (including Washrooms, Kitchen, Wash-basins, Steel Racks, Almirah, Computer Tables, Window Glass, Doors, Common sewer lines etc).
- 5. Open area also include road opposite NBE Building (outside the Building premises) behind the School of Planning & Architecture Building, which is to be normally cleaned by MCD, but general ambience, cleaning and sanitation of the said open area have to be regularly supplemented by the Bidder (on day to day basis).
- 6. The estimated number of Housekeepers to be deployed at NBE is:

#### 8 (male) + 3 (female) = 10 Housekeeper + 1 Supervisor.

- 7. The agency shall remove Garbage, Scrap etc., from NBE Building on daily basis, preferably before/after normal working hours of the NBE.
- 8. The Bidder shall provide a dedicated Housekeeping Manager to carry out visits/surprise inspections and to monitor the quality work done by their staff, on a weekly basis to ensure efficient services.
- 9. The Agency shall share the complete escalation matrix and shall designate SPOC (Single Point of Contact) to NBE.
- 10. The bidder will maintain a record of day to day deployment and attendance of personnel and Housekeeping Log. This will be countersigned by the authorized official of the NBE. While raising the bill, the deployment particulars of the personnel should be enclosed.

- 11. Necessary record/ log book will be maintained to record the housekeeping services on daily basis.
- 12. Verification of Credentials, Character & Antecedents of each and every housekeeping staff is to be carried out by the Bidder, the report of the same is to be submitted to NBE.
- 13. The Bidder should carry out Training of Housekeeping staff in Modern Cleaning and Sanitation Techniques on a Quarterly basis with no cost to NBE.
- 14. The staff deployment by the Agency should extend courteous service and in no circumstances will behave unmannerly with the NBE officials and shall maintain the highest standard of ethics during the execution of contract.
- 15. The Agency shall provide each and every housekeeping staff with a proper PVC / Laminated Identity Card of his company before deployment. Each and every staff of the Housekeeping Agency should be in proper uniform.
- 16. The Service Provider shall comply with all relevant statutory norms.
- 17. Agency will be responsible for compliance with all central/state laws as per rules/regulations/byelaws and order of the local authorities and statutory bodies as may be in force from time to time during the contract period. The agency shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- 18. The Agency shall disburse the wages to its housekeeping staff deployed in NBE by 7<sup>th</sup> of every month through ECS or Cheque. Proof of the same is to be submitted to NBE every month along with bills.
- 19. Contractor shall upkeep and maintain all records (onsite and offsite), in accordance with the Law and follow all the statutory provisions as prescribed under labour laws and other relevant Rules, Acts and Laws.
- 20. Any other work assigned with approval of competent authority in NBE.

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# Eligibility Criteria

- 1. **Legal Valid Entity:** Bidder shall necessary be a legally valid entity either in the form of Registered Proprietor/Partnership/LLP/Private Limited/Limited Company. Self-attested copy of Registration of the firm/Incorporation of the Com any/LLP to be enclosed.
- 2. **Registrations:** Bidder should have PAN, GST, EPF, ESI registrations and should also be registered under the labour laws, holding valid license/permit for providing Housekeeping Services.
- 3. **Location:** Bidder shall have its registered office/Branch Office/ Service Center/ in Delhi-NCR and shall submit a proof of the same.
- 4. Average Annual Turnover: Bidder should have a minimum Average Annual Turnover of Rs. 50 lakhs, specifically in Housekeeping Services during last 3 Financial Years. Xerox Copies of Audited balance sheet, ITR, P&L Account Statement and a Certificate in this regard is to be submitted, duly certified by the Chartered Accountant (CA).
- 5. **Experience of Similar Work:** The Bidder should have experience of :
  - (i) At least **5** years experience in providing Housekeeping Services to Govt. offices / PSUs /Hospitals /MNCs.
  - (ii) Must have executed 2 contracts or have a running single work order/contract value more than Rs 50 Lakhs, in each of the last three financial years.
  - (iii) The details of organizations along with Name and address of organization, Value of Contract and supporting documents to be enclosed along with the Technical Bid.
- 6. **Desirable Quality Certifications:** (atleast 1 of the following):
  - (i) Quality Management System (9001)
  - (ii) Occupational Health and Safety Assessment Series (18001)
  - (iii) Environmental Management System (14001)
- Bidder should not have been blacklisted by any of the Government / PSU / Corporate organizations. An affidavit in this regard must be submitted by the Bidder.
- 8. Bids not satisfying the above eligibility criteria / not accompanied by the requisite documentary proofs shall be rejected and not considered further for evaluation of commercial proposal.

# **General Terms and Conditions (GCC)**

#### I. Awarding of the Contact:

- 1. Successful bidder shall be issued with the 'Notice of Award of Contract'. The bidder will be required to submit the acceptance of the 'Notice of Award of Contract'.
- 2. Successful bidder will return one copy of the 'Notice of Award of Contract' to NBE duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same.
- 3. Successful Bidder shall have to enter into an Agreement on the prescribed form on a non-judicial Stamp Paper of Rs. 100/- and furnish a <u>Performance Bank Guarantee</u> within 7 days from the date of issue of 'Notice of Award of Contract' and in case of failure to do so, the NBE shall have right to terminate the arrangement and forfeit the Earnest Money Deposit.

#### **II. Wages Structure of Housekeeping Staff**

- 1. Wages to Housekeeping Staff deployed shall be as per the Minimum Wages rates and norms notified by the Central Govt. and amended from time to time.
- 2. ESI and EPF shall be as per prevailing rates, upto ceiling limit only.
- 3. Bidder to arrange Workmen Compensation Policy coverage for employees not covered under ESI.
- 4. The Bidder shall furnish to NBE every month, details of Statutory Remittances & Payments made to the Housekeeping Staff. No cost directly or indirectly to be charged from the Housekeeping Staff in NBE.

#### III. Security Deposit (SD)/Performance Bank Guarantee (PBG)

- 1. Successful Bidder who is awarded the contract, shall be required to deposit a Performance Security Deposit @ 10% of the total value of the contract in the form of Demand Draft/Bank Guarantee/Fixed Deposit from any Scheduled Commercial Bank drawn in favour of 'National Board of Examinations, New Delhi' covering the period of contract and 60 days beyond the date of completion.
- 2. In case, the contract is further extended beyond the initial period, the Performance Security Deposit will have to be accordingly extended / renewed by the Bidder.

- 3. All incidental charges whatsoever such as premium, commission etc. with respect to the Bank Guarantee shall be borne by the successful bidder.
- 4. Non deposit of PBG/SD within the stipulated time shall render the contract invalid and may also lead to forfeiture of EMD, at the discretion of NBE. No interest shall be paid on the Security Deposit/Performance Guarantee.
- 5. If the successful bidder backs out after the award of contract or violates any of the clauses of the contract to be entered into with it, the Performance Guarantee along with Earnest Money would be liable to be forfeited and the bidder shall be debarred from further tendering in NBE for a minimum period of two years at the discretion of the competent authority in NBE.
- 6. After successful completion of the contract period, the Security Deposit/ Performance Bank Guarantee shall be returned subject to there being no claims pending.

#### IV. Modification in Scope of Work

1. NBE may, at any time, during the period of the contract may increase/decrease the scope of work, without creating any liability of NBE for compensation on any grounds, whatsoever due to this change. In such a case, the Agency shall perform the service in the increased/decreased quantity at the same contract rates within the time stipulated.

#### V. Subletting of the Contract

1. No part of the Contract shall be sub-let or assigned without the prior written permission of NBE nor shall any transfer be made by power of attorney authorizing others to receive payments on behalf of the Bidder. Such consent even if provided shall not relieve the Agency from any liability or any obligation under the contract.

#### VI. Completion Certificate

1. Completion certificate shall be issued only after completion of contract and no dues are pending in all respect, as per the terms & conditions of the tender and to the entire satisfaction of the NBE.

# VII. Confidentiality

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

#### VIII. Payment Procedure

- 1. The Payment will be processed after completion of each month, on actual basis, on submission of the pre-receipted bill along with the supporting documents and report duly signed by the concerned section within 15 days.
- 2. Bidder shall also submit along with the Bills, Wages Sheet, Payment Challans and ECR Statements of E.P.F., E.S.I., L.W.F., and other statutory liabilities.
- 3. Normally the bills are cleared within a period of 2-3 weeks after submission of Invoice.
- 4. TDS at applicable rates will be deducted as per norms.

#### IX. Statutory and Other Obligations

- 1. The bidder shall comply with the provisions of all statutes, ordinance, rules and regulations applicable to the services agreed to be provided pursuant to this tender document and shall obtain all necessary registrations, licenses, approvals and sanctions under laws applicable.
- 2. The bidder shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Minimum Wages Act, EPF, ESI, Income tax laws, and various other rules/law as applicable from time to time with regard to the services rendered by the bidder under this contract.
- 3. The bidder will have to deposit the proof of depositing contributions towards EPF/ESI etc of each housekeeping staff, every month along with their bills

### X. Labour Law Compliances

- 1. The engagement and employment of housekeeping staff and payment of wages to them as per provisions of various labour laws and regulations is the sole responsibility of the Bidder (also referred here as Contractor) and any breach of such laws or regulations shall be deemed to be breach of this contract. NBE may ask the contractor to produce documents to verify that these Provisions/Laws are complied with by contractor.
  - (a) All wages allied benefits such as leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and NBE shall not incur any liability or additional expenditure whatsoever for personnel deployed.
  - (b) It is mandatory to disburse Wages through ECS/Cheques only.
- 2. The Contractor shall abide by all Labour laws, Laws related to EPF, ESIC, Workmen Compensation Act, etc. 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 PF contributions, payment of gratuities and payment of bonus, etc.
- 3. 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.
- 4. It shall be the sole responsibility of the service provider to discharge all legal obligations viz minimum wages, ESI, EPF, Bonus etc. to its workers, no responsibility lies on part of the NBE.
- 5. 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.
- 6. Employment of child labour is strictly prohibited and will lead to the termination of the contract.

- 7. Contractor shall submit periodical returns as may be specified under laws from time to time.
- 8. Contractor shall issue the employment card to the workers as per the prescribed format and also maintain all statutory registers, like Muster-Roll, Wage Register etc., as provided in the Law.

#### XI. Relationship between parties

- 1. In performing services under this tender, Agency shall at all the times act as an independent Contractor. Nothing contained in this tender document shall be construed to create any relationship of agency, partnership, association, joint venture or any such other relating. The Agency shall not act or attempt or represent itself as an agent of NBE. Neither the Agency nor any of its directors, partners, members or personnel shall have right to bind NBE or any of NBE's employees, directors, officers or representative in any manner.
- 2. The contract does not in any way create a master and servant relationship between NBE and employees of the Agency. Under no circumstances Agency's employees shall be considered as employees of NBE nor shall such relationship be considered to exist.
- 3. The personnel of the Contractor deployed under this contract, shall not be the employees of the NBE 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.

#### XII. Liquidated Damages

- 1. Any losses sustained to NBE in consequence of breach of duties will be recoverable from the Agency as per the estimation in terms of money value by NBE and the decision of NBE in this regard will be final and binding on the Agency.
- 2. Quantum of liquidated damages assessed and levied by the NBE shall be final and not challengeable by the Agency.
- 3. The losses to the NBE which are directly attributable to the agency shall be deducted from the bills /adjusted from the performance guarantee.

- 4. An amount equivalent to two days of contract amount, subject to a minimum of Rs.1,000/- will be levied as liquidated damage per day. Whenever and wherever it is found that the work/services are not up to the mark in any section stated in the tender document/terms and conditions, it will be brought to the notice of the supervisory staff of the firm by the NBE and if no action is taken within one hour liquidated damages clause will be invoked.
- 5. Any misconduct/misbehavior on the part of the housekeeping staff deputed by agency will not be tolerated and such person(s) will have to be replaced immediately otherwise damage charges will be levied.
- 6. In the event of Delay of payment/wages to the housekeeping staff, minimum Rs.500/- will be deducted per person per day from the monthly bill of the Agency.
- 7. The NBE reserves right satisfy the to itself about the quality/efficiency/regularity and punctuality of the housekeeping services provided by the agency and if the agency does not perform services to the satisfaction of NBE, the company is liable to be penalized by deduction in payment between 5% to 50% depending upon the level and duration of the continued dissatisfaction.
- 8. In extreme cases, the agency may be black-listed and name of the agency may be put on the website.

#### XIII. Cancellation by Default:

- 1. NBE may without prejudice to any other remedy for breach of terms and conditions of the Tender and the contract (including forfeiture of Performance Security send a written notice to the agency/bidder/vendor and thereby, terminate the work / task in whole or in part as per the terms and conditions specified in the contract with successful agency/bidder/vendor.
- 2. If the bidder fails to deliver or execute the contract assigned as per the terms and conditions within the time period (s) specified in the Tender Document which shall be an essence of the contract.

# XIV. Period of Bid Validity

1. Bids shall remain valid for 90 days from the date of Bid Opening. Any Bid valid for a shorter period than the period specified shall be rejected as non-responsive. In exceptional cases, NBE may seek extension of the bid validity period, where the process could not be completed for any reason. 2. When any offer is submitted pursuant to this tender, it shall be presumed by NBE that the bidder has fully ascertained and ensured about its eligibility, under the respective governing laws and regulatory regimen, and it has necessary approvals and permission, and suffers no disability in law or otherwise to act as such.

#### XV. Contract Duration

1. The contract shall be initially awarded for a period of **3 Years**, extendable further on Mutual Consent.

#### XVI. Termination

- 1. The Agreement under this tender can be terminated by the NBE, by giving One Month's notice at any time without assigning any reason, either in Part or Fully.
- 2. The bidder is also at liberty to terminate the contact by serving atleast 3 Month notice.
- 3. On termination of the contract, the contractor shall take steps to withdraw services in a smooth and orderly manner without hampering NBE's official work.
- 4. The Contract may be terminated forthwith by the NBE by giving written notice to the Contractor, if:
  - (a) The Contractor does not provide services satisfactorily as per the requirements of the NBE and/or as per the Schedule of Requirements.
  - (b) In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the NBE shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the NBE and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encashed.
  - (c) The Contractor goes bankrupt and becomes insolvent.

#### XVII. Other terms and Conditions

- 1. The selected agency shall comply as per Labour Act prevalent in area of NCT of Delhi.
- 2. The agency shall employee good and reliable persons, with robust health, of age group 21-45 years.

- 3. In case any of housekeeping staff provided by agency is not found suitable, the NBE shall have the right to ask for his replacement without giving any reason thereof. The agency shall on receipt of communication will have to replace such person immediately.
- 4. The persons to be deployed under the contract must be physically & mentally fit, and have good character, conduct, behavior, and knowledge to perform the work for which they are deployed.
- 5. The personnel engaged have to be courteous with pleasant mannerism in dealing with the officer/Staff/ and should project an image of utmost discipline. NBE shall have right to have any person removed.
- 6. The staff so deployed shall not accept any gratitude or reward in any shape from any person and shall be liable for code of conduct and discipline as prescribed by NBE.
- 7. All the housekeeping personnel deployed by the agency will perform their duty in the Uniform and wear Identity Cards. Full Uniform (Summer/Winter) should be supplied by Agency/Contractor to its staff at its own cost.
- 8. NBE shall have the absolute and unconditional rights, within reason, to have any person removed that is considered to be undesirable or not performing duties in accordance with NBE.
- 9. All liabilities arising out of accident or death while on duty shall be borne by the bidder.
- 10. The staff provided by the agency should follow strict attendance and alternate arrangements to be made by the agency whenever any staff does not report on duty.
- 11. The person so provided by the agency under this contract will not be the employee of NBE and there will be no employer/employee relationship between the NBE and the person engaged by the contractor in the aforesaid services.
- 12. The Staff deployed by the agency should not develop social relationship with NBE staff.
- 13. The bidder shall ensure that its personnel shall not at any time, without the consent of the NBE in writing, divulge or make known any trust, accounts matter or transaction undertaken or handled by the NBE and shall not disclose to any information about the affairs of NBE. This clause does not apply to the information, which becomes public knowledge.

- 14. The agency/contractor or his worker shall not misuse the premises allotted to them for any purpose other than for which the contract is awarded.
- 15. Changing of Staff should be intimated to the NBE immediately.
- 16. The contractor shall keep a complaint register with his supervisor and it shall be open for verification by authorized officer of NBE for the purpose. All complaints should be immediately attended to by the agency.
- 17. The bidder shall do and perform all such services, acts, matters and things connected with the administration, superintendence and conduct of the arrangements as per the direction enumerated herein and in accordance with such directions, which the NBE may issue from time to time and which have been mutually agreed upon between the two parties.
- 18. The bidder shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over when ever required by the NBE.
- 19. LOSS AND DAMAGE: The contractor will discharge all his legal obligations in respect of the workers to be employed / deployed by him for the execution of the work in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified from any claims loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In the event of any loss occasioned to the NBE, as a result of any lapse on the part of the bidder, the said loss will be recovered from the bidder up to the value of the loss. The decision of the Honorary Executive Director, NBE will be final and binding on the agency.
- 20. **Risk Clause:** NBE reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the work contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.

#### XVIII. Disclaimer

1. Family Members of NBE employees or their relatives are prohibited from participation in this bid.

#### XIX. Jurisdiction

- 1. All differences and disputes arising out of or in connection with the Agreement shall be settled by mutual discussions and negotiations. If such disputes and differences cannot be settled and resolved by discussions and negotiations, then the same shall be referred to the Sole Arbitrator appointed by the Executive Director, NBE whose decision shall be final and binding on both the parties.
- 2. Judicial jurisdiction shall within New Delhi only.

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# Instructions to the Bidder

#### I. Tender Document

- 1. Bidder shall submit the Tender Documents duly signed and stamped on each page of tender in token of his acceptance along with his bid.
- 2. Bid shall remain valid for 90 days from the date of opening of the Technical Bid.

#### II. Clarification Requests by Bidder/Site Inspection

- 1. The interested bidder(s)/firm(s) can inspect the office premises at any time between 11.00 A.M. and to 5.00 P.M. on any working day, before last date of submission of tender, to assess the site conditions / job requirements / quantum of work involved.
- 2. Although the details presented in this Tender Documents consisting of conditions of contract, scope of work and technical specifications have been compiled with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood. Bidder shall examine the Tender documents thoroughly in all respect.
- 3. Any failure by Bidder to comply with the requirements shall not absolve the Bidder from liability, after subsequent award of contract, from performing the work in accordance with the Tender Documents.

#### **III. Amendment of Tender Document**

- 1. NBE may, for any reason whether at its own initiative or in response to the clarification requested by the prospective Bidder, issue amendment in the form of addendum during the Bidding period and subsequent to receiving the bids. Any addendum thus issued shall become part of bidding document and Bidder shall submit 'original' addendum duly signed and stamped in token of his acceptance.
- 2. For addendum issued during the Bidding period, Bidder shall consider the impact in his Bid. For addendum issued subsequent to receiving the Bids, Bidder shall follow the instructions issued along with addendum with regard to submission of impact on quoted price/revised price, if any.

#### IV. Language of Bid & Correspondence:

- 1. The Bid will be submitted by the Bidder in English language only.
- 2. All the documents relating to the Bid (including brochures) supplied by the bidder should also be in English.
- 3. The correspondence between the Bidder & NBE will be in English language only.

#### V. Earnest Money Deposit

- All Bids must be accompanied by Earnest Money for an amount of Rs. 1,00,000/- (Rupees One Lakh only) in the form of Demand Draft issued by any Scheduled / nationalized Indian bank drawn in favour of National Board of Examinations, payable at New Delhi.
- 2. Unsuccessful bidder's EMD will be returned within 30 days from the date of placement of order to the successful bidder.
- 3. The successful bidder's EMD will be released on submission of Bank Guarantee of requisite amount.
- 4. The EMD shall be forfeited if the successful bidder withdraws after issuance of the 'Notice of award of contact' or failed to submit the acceptance and Security Deposit/PBG within the specified timelines or defaults in performance of its obligations under the contract.
- 5. No interest is payable on the EMD.

#### VI. Schedule of Rates

- 1. The schedule of Rates shall be read in conjunction with all other sections of Tender documents.
- 2. The rates quoted by the bidder shall be firm and fixed for the period of the tendered works, unless stated otherwise. Taxes will be paid extra at notified rates, if applicable.
- 3. If any variation in description is noticed, the bid is liable to be rejected. In any case, bidder shall be presumed to have quoted against the description of work and the same shall be binding on the bidder.
- 4. Rates quoted shall be in Indian Rupees (INR) Only.

#### VII. NBE's right to Accept or Reject a Bid

- 1) NBE reserves the right to terminate this tender process at any time prior to signing of the contract with successful bidder without assigning any reason thereof and shall not be liable to any bidder /party in any manner either directly or indirectly.
- 2) NBE reserves the right to accept a Bid other than the lowest and to accept or reject any Bid in whole or part, or to annul the bidding process or to reject all Bids with or without notice or reasons. NBE shall bear no liability whatsoever consequent upon such decisions. Conditional tenders shall be rejected.
- 3) NBE reserves right to sub-divide the work mentioned in the Tender, among two or more Bidders at its own discretion and the Bidders shall have to execute the orders for part of the work placed with them at the rates approved by the competent authority in NBE.
- 4) NBE shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Bidders as regards non acceptance of their Bids. Except for refund of EMD to unsuccessful Bidders, NBE shall not correspond with the unsuccessful Bidders.

#### VIII. Type of Tender & Submission of Bid

Tender Type: Single Stage Two Envelop System (Two Bid System)

Two envelops system shall be followed by NBE to determine the successful bidder. The agency/firm (bidder) should bifurcate their bids in two separate envelops, (with appropriate superscriptions), and submit the same in one sealed envelope.

- Envelope I: The first envelop, called the <u>Technical Bid</u>, should contain the Demand Draft towards EMD, the eligibility/technical documents and performance aspects, commercial terms and conditions and documents sought in the tender, except the price and relevant financial details.
- Envelope II: In the second envelop, called the Financial bid, the agency/firm (bidder) should submit their price quotation strictly in format supplied by NBE, along with other financial details.
- 3) <u>Master Envelope</u>: Both the Envelopes I and II should be sealed separately and shall be put inside an outer cover and superscribed as "Tender Bids for Housekeeping Services"

 All interested bidders may submit their Bids addressed to the Honorary Executive Director, by 12 noon of 13<sup>th</sup> August, 2019 (Last Date) at:

> National Board of Examinations, NAMS Building, Medical Enclave, Ansari Nagar,Mahatma Gandhi Marg, New Delhi – 110029

5) The envelopes containing the Techno-Commercial bids shall be opened on the same day at **4 pm** at the <u>NBE Dwarka office</u> of the following address:

> National Board of Examinations, (Opposite Dwarka Courts) PSP Area, Sector 9, Dwarka, New Delhi – 110075

- 6) The same shall be scrutinised and evaluated by NBE's Technical and Evaluation Committee with reference to the parameters prescribed in the tender documents, and responsive, eligible and technically compliant bidders shall be decided.
- 7) Each eligible and technically compliant bidder shall make a presentation for a maximum of 15 minutes, before NBE's Technical and Evaluation Committee at 5pm of the same day.
- 8) Thereafter, in the second instance, the Financial bids of only the technocommercially compliant offers (as decided in the first instance above) shall be opened at 2 pm of the 20<sup>th</sup> August, 2019 for further scrutiny, evaluation, ranking and placement of contract.
- 9) All schedules of the Tender Form should be returned intact and pages should not be detached. In the event, the space provided on the schedule form being insufficient, additional pages may be added. Each additional page must be numbered consecutively and be stamped and signed in full by the Bidder.
- 10) Unsigned or unstamped tender shall not be accepted.
- 11) Use of whitener / Overwriting / erasing in rates to be quoted by the Bidder is not allowed.
- 12) The bidder shall attach the copy of authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- 13) The Joint Bidding/Consortium is not allowed.

- 14) The Financial bids of technically non-compliant bidders shall be returned unopened to the respective bidders by SPEEDPOST/reliable courier or any other mode with proof of delivery.
- 15) Any Bid received by NBE after the last date for submission of Bids will be summarily rejected and returned unopened to the Bidder. NBE shall not be responsible for any postal delay or non-receipt / non-delivery / incomplete Bid documents. No further correspondence on this will be entertained.

#### IX. Criteria for evaluation of Tenders:

The evaluation of the Bids submitted shall be done in following two stages:

1) **Technical Evaluation:** The bids shall be opened in front of the bidders and technical evaluation shall be carried out to conform to tender requirements.

#### 2) **Commercial Evaluation**

- (i) Only the technically qualified bidders shall be invited during opening of commercial bids and subsequently commercial evaluation shall be carried out.
- (ii) If any arithmetic discrepancies found in the commercial bid then actual price will be derived based on the unit price quoted & taxes thereon. If there is any difference between price quoted in figures and words then lowest among these shall be considered.
- (iii) Initial evaluation / comparison will be done on the basis of rates quoted in the Financial Bid.
- (iv) The bidder, whose evaluated price is found to be lowest (L-1), shall be considered for placement of 'Notice of Award of Contact'.

#### X. Determination of Responsiveness

- 1) Prior to the financial evaluation of Bids, NBE shall determine whether each Bid is substantially responsive to the requirements of the Bidding document.
- 2) For the purpose of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions and specifications of the bidding document without material deviation or reservation.

- 3) A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the works or which limits in any substantial way, inconsistent with the Tender document, NBE's rights on contractor's obligation.
- 4) If a Bid is not substantially responsive to the requirements of the Bidding documents, it may be rejected by NBE.

#### XI. Unsolicited Post Bidding Modifications

 Bidders are advised to quote strictly as per terms and conditions of the bidding document and not to stipulate any deviations / exceptions. Once quoted, the Bidder shall not make any subsequent changes, whether resulting or arising out of any technical / commercial clarifications sought on any deviations or exceptions mentioned in the Bid. Any proposal for price change is likely to render the Bid liable for rejection.

#### XII. Clarification during Technical Bid Evaluation

- 1) The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the NBE may, at its discretion, ask any bidder for a clarification of its bid.
- 2) If a bidder does not provide clarifications of its bid by the date and time set in the NBE's request for clarification, its bid may be decided based on documents available.

#### XIII. Blacklisting

- 1) Company/Firm blacklisted by Govt./PSU/Corporate organization are not eligible to participate in the bidding process.
- 2) If at any stage of bidding process or during the currency of contact, such information comes to the knowledge of NBE, NBE shall have right to reject the bid or cancel the work order, as the case may be, without any compensation to the bidder.
- 3) The bidders have to submit an undertaking that the bidder is not blacklisted by any Govt./PSU/Corporate organization.

#### **ANNEXURE-I**

# Technical Bid Form Bidder's Particulars

| Sr.       | Particulars  | Particulars                               | Details                        |                   |                       |
|-----------|--|---|--------------------------------|-------------------|-----------------------|
| Sr.<br>No | Farticulars  |   | Details                        |                   |                       |
| 1         | Name of the Bidding Firm   |   |                                |                   |                       |
| 2         | Registered Address of the<br>Bidder Firm (Self-attested Proof<br>of the same to be attached)       |   |                                |                   |                       |
|           | Telephone No. / Fax No.  |   |                                |                   |                       |
|           | E-Mail Address :   |   |                                |                   |                       |
| 3         | Name and Designation of<br>Authorized Signatory  |   |                                |                   |                       |
| 4         | Name & address of the officer<br>to whom all references shall<br>be made regarding this tender     | s shall                                   |                                |                   |                       |
|           | Telephone / Fax  |   |                                |                   |                       |
|           | Mobile   |   |                                |                   |                       |
| 5         | Type of Firm (Proprietorship/<br>Partnership/Company)  |   |                                |                   |                       |
| 6         | Details of Earnest Money<br>Deposit of <b>Rs 1,00,000/-</b>  | Demand Draft No   Dated   Drawn on (Bank) |                                |                   |                       |
|           | Registration Details (Attach relevant documents):  |   |                                |                   |                       |
|           | Document Type  | Registratio                               | n No. & Date                   | b. & Date Attache |                       |
|           |  | 1091011010                                |                                | Yes               | No                    |
|           | a) Company Registration  |   |                                |                   |                       |
| 7         | b) EPF Registration Number   |   |                                |                   |                       |
|           | c) ESIC Registration (Delhi)   |   |                                |                   |                       |
|           | d) Labour Licence Number   |   |                                |                   |                       |
|           | e) PAN Number  |   |                                |                   |                       |
|           | f) GSTIN   |   |                                |                   |                       |
| 8         | Quality Certifications Details   |   |                                |                   |                       |
|           | Annual Turn-over for the last<br>three Financial years ending<br><b>31<sup>st</sup> March 2018</b> | <b>Income</b><br>(In INR)                 | <b>Expenditure</b><br>(In INR) |                   | l <b>over</b><br>INR) |
| 9         | a) F.Y. 2015-16 *  |   |                                |                   |                       |
|           | b) F.Y. 2016-17 *  |   |                                |                   |                       |
|           | c) F.Y. 2017-18 *  |   |                                |                   |                       |
| 10        | Total Manpower on Roll <sup>\$</sup>   |   |                                |                   |                       |
|           | Polonoo Shoot D&I A/o ITP and Cor  |   |                                |                   |                       |

\* Attach Balance Sheet, P&L A/c, ITR and Certificate from CA for all FYs.

| Sr.No. | Particulars   |                                       | Deta                 | ails        |            |
|--------|---|---------------------------------------|----------------------|-------------|------------|
|        |   | Yes                                   | N                    | D           |            |
|        | Does the bidder have at least 5 years of providing Housekeeping Services to Go PSUs /Hospitals /MNCs. | -                                     |                      |             |            |
|        | Whether have executed similar <b>2</b> contracts in each of the last 3 Financial                      |                                       |                      |             |            |
| 11     | Whether has a running single work or<br>value of more than Rs 50 Lakhs, in each<br>financial years?   | ,                                     |                      |             |            |
|        | Whether self-attested documer<br>orders/completion certificates) in supp<br>is enclosed?              | · · · · · · · · · · · · · · · · · · · |                      |             |            |
| 12     | 1   | lousekeeping<br>mitoring of           |                      |             |            |
|        | <b>Work Experience:</b> (Attach certificates , performance issued by previous / cur                   |                                       | Documents            | of          |            |
|        | Name & Address of the Organization  | Value of<br>Contract                  | Contract<br>Duration | Encl<br>Yes | osed<br>No |
|        |   |                                       |                      |             |            |
| 13     |   |                                       |                      |             |            |
|        |   |                                       |                      |             |            |
|        |   |                                       |                      |             |            |

|       |   | (Signature with Seal of Bidder)<br>Name of the Bidder : |
|-------|---|---|
|       |   | Company Name :  |
|       |   | (With Full Address) :                                   |
| Date  | : |   |
| Place | : |   |

#### Note:

- Any correction/cutting/overwriting/use of whitener is not permissible.
- All pages of the tender application form should be fully signed by the bidder.

#### **Financial Bid Form**

(To be placed in a separate Sealed Envelope Marked as 'Financial Bid')

To:

The Honorary Executive Director, National Board of Examinations Medical Enclave, Ansari Nagar New Delhi 110029

#### Sub: Financial Bid - Tender for Housekeeping Services

| Bidder Name    |  |
|----------------|--|
| Bidder Address |  |
|                |  |
|                |  |

I/We on behalf of M/s .....submit the Financial Bid for **providing Housekeeping Services** as per the Scope of work given in this tender document in accordance with the terms and conditions and shall be bound by the stipulation made by me in the bid.

| Administrative Service Charges | % |
|--------------------------------|---|
| Percentage In Words            |   |

#### Note:

- (i) Rates to be quoted, upto 2 Decimal places only.
- (ii) Quoted rates should be excluding GST, the same will be payable as per prevailing rates, as per norms.
- (iii) Quoted rates should be free from pre-conditions regarding payments, etc, otherwise offers are liable to be rejected. Conditional offers will not be accepted.
- (iv) Bidder should survey the site before quoting the rates for the same, any escalation at later stage, will not be entertained on any account.
- (v) Bidders to quote strictly as per the above format. Zero percent quote is not allowed.

(Signature with Seal of Bidder)

- (vi) The rate quoted must be reasonable and valid for the entire period of contact. There will be no escalation in the price during entire contract period. However, during finalization of contract, NBE reserves the right to negotiate with the successful bidders.
- (vii) The rates to be furnished strictly as per the above format. No modification is allowed in the format.
- (viii) Any Benefit/Rebate extended by the Government of India, like PMPRY, reduced taxes/duties or Discounts shall be passed on to the NBE by the Bidder.
- (ix) Any correction/cutting/overwriting/use of whitener is not permissible.
- (x) All pages of the Financial Bid should be Stamped and Signed by the bidder.

|       |   | (Signature with Seal of Bidder) |  |
|-------|---|---------------------------------|--|
|       |   | Name of the Bidder :            |  |
|       |   | Company Name :                  |  |
|       |   | (With Full Address) :           |  |
| Date  | : |                                 |  |
| Place | : |                                 |  |

| 1. | I, son / Daughter of Shri |                       |        |           |       |      |      |
|----|---------------------------|-----------------------|--------|-----------|-------|------|------|
|    | Proprietor/               | Partner/Director      | /Auth  | orized    | Signa | tory | of   |
|    |                           |                       | am     | competent | to    | sign | this |
|    | declaration and           | d execute this tender | r docu | ment;     |       |      |      |

- 2. I have carefully read and understood all the terms and condition of the tender and hereby convey my acceptance of the same.
- 3. The information/ documents furnished along with the above application are true and authentic to the best of my 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 tender at any stage besides liabilities towards prosecution under appropriate law.
- 4. I have apprised myself fully about the job to be done during the currency of the period of agreement and also acknowledge to the consequences of non-performance or deficiencies in the service on my part.

Signature of Owner/Managing Partner/ Director/Authorized Signatory Name: Seal:

Date: Place:

# Note: The above declaration, duly signed and sealed by the authorized signatory of the company, should be submitted with Technical Bid.

I, .....Son / Daughter / Wife of Shri.....Proprietor/Director, authorized signatory of the firm M/s ...... (Service Provider), is competent to sign this declaration and execute this tender document;

2. I 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 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 tender at any stage besides liabilities towards prosecution under appropriate law.

|       |   | (Signature with Seal of Bidder)<br>Name of the Bidder : |
|-------|---|---|
|       |   | Company Name :  |
|       |   | (With Full Address) :                                   |
| Date  | : |   |
| Place | : |   |

#### (On Company Letter Head)

(Date)

#### To:

The Honorary Executive Director, National Board of Examinations Medical Enclave, Ansari Nagar New Delhi 110029

#### Ref: <u>Tender for Housekeeping Services</u>

#### Dear Sir,

In response to the Tender for Housekeeping Services in National Board of Examinations, New Delhi, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_\_\_\_ is having an unblemished record and has not been declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

2. We further declare that presently, our Company/ firm\_\_\_\_\_\_ has not been Blacklisted or Debarred for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission, including for any violation of relevant Labour laws.

3. This declaration is made to the best of our knowledge. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security deposit may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we may be barred from bidding in future against any other tender and shall also be liable to pay compensation, and difference of price as per clause of the tender document and the contract.

Yours faithfully,

|        | (Signature with Seal of Bidder)<br>Name of the Bidder : |
|--------|---|
|        | Company Name :  |
|        | (With Full Address) :                                   |
| Date : |   |

Place : \_\_\_\_\_

(On Company Letter Head)

(Date)

To:

The Honorary Executive Director, National Board of Examinations Medical Enclave, Ansari Nagar New Delhi 110029

#### Ref: <u>Tender for Appointment of Housekeeping Agency</u>

Dear Sir,

In response to the Tender for Appointment of Housekeeping Agency in National Board of Examinations, New Delhi, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_\_ is having an unblemished record and has not been declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU/Autonomous Body.

2. We further declare that presently, our Company/ firm has not been Blacklisted or Debarred for reasons other than corrupt & fraudulent practices by any State/ Central Government/ PSU/ Autonomous Body on the date of Bid Submission, including for any violation of relevant Labour laws.

3. This declaration is made to the best of our knowledge. If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security deposit may be forfeited in full and the bid, if any to the extent accepted may be cancelled at any stage and the contract may be terminated and we may be barred from bidding in future against any other tender for a period of 2 years and shall also be liable to pay compensation, and difference of price as per clause of the tender document and the contract.

Yours faithfully,

|       |   | (Signature with Seal of Bidder)<br>Name of the Bidder : |
|-------|---|---|
|       |   | Company Name :  |
|       |   | (With Full Address) :                                   |
| Date  | : |   |
| Place | : |   |

#### Annexure VII

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

Date:

To,

The Honorary Executive Director, National Board of Examinations, Ansari Nagar, Medical Enclave, New Delhi-110029

#### Sub : Acceptance of Terms & Conditions of Tender.

Tender Reference No:Name of Tender / Work :Housekeeping Services

Dear Sir,

- 1. I/We have downloaded the tender document for the above mentioned 'Tender/Work' from the web site: http://www.natboard.edu.in or https://eprocure.gov.in/epublish/app.
- 2. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(s), etc.,), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.
- 3. The corrigendum(s) issued from time to time 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/ corrigendum(s) in its totality / entirety.
- 5. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any of the Govt. Department/PSU/Any other Dept.
- 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/ organization 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)

#### **ANNEXURE-VIII**

| Check-List |   |           |             |
|------------|---|-----------|-------------|
| Sr.<br>No. | Document Name   | Attached? | Page Number |
| 1          | Demand Draft towards EMD  |           |             |
| 2          | Signed and Stamped copy of Tender Document  |           |             |
| 3          | Declarations and Acceptance Letter  |           |             |
| 4          | Affidavit stating that Service Provider is / has not<br>been blacklisted by any Govt./PSU/ Corporate<br>Organization. |           |             |
| 5          | Company Profile / Brochure  |           |             |
| 6          | Company/Firm Registration Documents   |           |             |
| 7          | ESI Registration Certificate  |           |             |
| 8          | EPF Registration Certificate  |           |             |
| 9          | Labour Licence  |           |             |
| 10         | PAN Card  |           |             |
| 11         | GST Registration  |           |             |
| 12         | Quality Certifications (ISO 9001/18001/14001)   |           |             |
| 13         | EPF ECR of June 2019 as a proof of Manpower   |           |             |
| 14         | ITR, P&L Account and Balance Sheet for Last 3<br>Financial Years  |           |             |
| 15         | Turnover Certificate from Chartered Accountant  |           |             |
| 16         | Certificates / Supporting Documents of<br>Satisfactory performance from the concerned<br>Organizations                |           |             |
| 17         | Other Documents sought in the Tender Documents.   |           |             |