

Dated- 19.07.19

**TENDER DOCUMENT**

Subject:- Inviting E-tender for engaging Service provider firm for providing manpower (Labourer) through service contract.

**INSTRUCTIONS TO TENDERERS**

(With reference to the preparations and submission of tenders for providing manpower through service contract, F.O.R. at CIJW School, I.T.B. Police, P.O. – Halbhavi Camp, New Ventamuri, Belagavi (Karnataka). 591156

e-tenders are invited by the DIG ITBP, CIJW School, Halbhavi Camp, New Ventamuri, Belagavi (Karnataka). from the reputed/registered service provider firm for providing manpower through outsourcing of service contract initially for a period of 07 (Seven) months w.e.f. 01.09.19 to 31.03.20 which may likely to be extended, as indicated below the rate quoted should not be more or less than minimum wages approved by CPWD.

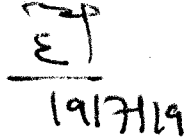
**DESCRIPTION OF LABOURER REQUIRED:-**

S. NO.	TYPE OF LABOURER	FINAL PRICE IN RS (Per Day 8 Hrs Working)
1.	Un-Skilled Labourer	Quote In BOQ.

**Note:-** Firms should submit their offer only on F.O.R. destination basis. Offers received on F.O.R. station of dispatch basis are liable to be ignored.

\* In case the date of opening is declared as closed holiday for Govt. offices then tenders will be opened on following working day at the same time

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with seal

  
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Dy. Inspector General...4...  
सी.आई.जे. डब्ल्यू. स्कूल, भा. ति. सी. पु. बल  
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2- **Quoted Price:**

- (a) The Bidder shall quote unit rate which shall comprise of monthly remuneration, OTA Rate EPF, ESI & Other statutory costs and service charges (including profit and administrative charge) in the format of quotation only attached (Annexure-A/BOQ).
- (b) The service tax and any other such tax liable to be paid by the client shall be quoted by the bidder separately.
- (c) The rate quoted shall be fixed for the duration of the contract and shall not be subject to adjustment except the statutory provisions, if amended.
- (d) Correction if any shall be made by crossing out, initialling, dating and rewriting.
- (e) The Bidder shall deposit Rs. 10,000/- (Rs Ten Thousands Only) in the form of Bank Guarantee/ FDR valid for 300 days after the date of submission of Bids or DD/ Pay order drawn in favour of DIG, CIJW School, ITBP Halbhavi Camp, New Ventamuri, Belagavi (Karnataka) payable at SBI Kakati -branch code- 15454 as earnest money along with the bid. The earnest money shall be returned to the unsuccessful bidders after the award of the contract.
- (f) Telex or Facsimile Bids are not acceptable.

3. **Each bidder must submit only one bid.**

4. **Milestone Dates of e-tendering.**

Particulars	Date	Time
Published Date	20.07.19	1200 Hrs
Bid Document download start date	20.07.19	1230 Hrs
Bid Submission Start Date	20.07.19	1300 Hrs
Document download End date	09.08.19	1500 Hrs
Bid Submission End Date	09.08.19	1600 Hrs
Physical Submission of Earnest Money Deposit.	10.08.19	1500 Hrs
Technical Bid Opening Date	10.08.19	1630 Hrs


5. **Validity of Bid:**

The bid shall remain valid for a period not less than 210 days after the deadline fixed for submission of bids.

6. **Other Instructions:**

- (a) The remuneration shall be disbursed through cheque /RTGS/direct to account at CIJW School, ITBP Halbhavi Camp, New Ventamuri, Belagavi (Karnataka) payable office premises in the presence of the proprietor or its constituent.
- (b) The contracting agency will ensure payment by the 7<sup>th</sup> of every succeeding month of their employees provided to the service as per the monthly remuneration.
- (c) The contracting agency will submit the invoice along with proof of disbursement in triplicate after making the payment to the employees provided for the service supported with the following document:
  - (i) Detail of disbursement made to the staff finishing cheque details for each payment.
  - (ii) Proof of payment of statutory obligation such as EPF, ESI, Service tax and any other applicable tax, payment to the receipt of the invoice.

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- (d) The contracting agency will provide identity card duly approved by security officer (ITBP) to all his employees deputed as per the format suggested by the indenting office valid for the period of contract.
- (e) The contracting agency shall comply with all statutory obligations. Minor variations as per actual calculation will be borne by the Indenter/Client.
- (f) The normal office hour of CIJW School, ITBP is round the clock all seven days.
- (g) In case of absence on any working day, the monthly remuneration will be regulated as the following formula:

$$\text{Total Monthly remuneration} = \text{Monthly remuneration} - A1$$

Where  $A1 = \frac{\text{Monthly remuneration}}{\text{Nos of days in the month}} \times \text{Nos. of days of absence}$

- (g) The candidates/ Manpower provided by the contracting agency shall be accepted only after scrutiny by Indicating officer of CIJW SCHOOL. Therefore, minimum three-four bio-data shall be made available against each slot in each category. The candidate may be invited for personal discussion also. No Conveyance or any other charges will be paid by CIJW SCHOOL, In case, none is found suitable then additional bio-data shall be made available by the contracting agency, promptly i.e. within 24 hours. The replacement of candidate on account of absence/unsuitability for CIJW SCHOOL shall be made within 24 hours.
- (h) The contracting agency will be required to sign a contract with the service as per the Model Contract enclosed for ready reference. The other terms and conditions specified in the bid document and accepted bid will also form the part of the Model Agreement.
- (i) In case of any loss, theft/sabotage caused by /attributable to the personnel deployed, the CIJW SCHOOL reserves the right to claim and recover damages from contracting agency.
- (j) Police verification in respect of all the persons engaged by the agency is mandatory.

7. **Evaluation of Bid:**


The indenter will evaluate and compare the bids determined to be substantially responsive i.e. which are properly signed, and conform to the terms and conditions in the following manner:

- (i) The bid will be treated as non-responsive if following documents are not attached:

**ELIGIBILITY CRITERIA FOR BIDDERS:**

- 1) Photo copy of the registration with EPF Department
- 2) Photo copy of the Registration with ESI Department

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- 3) Photo copy of PAN Number and Current IT clearance certificate.
  - 4) Photo copy of Service Tax No allotted
  - 5) Partnership firms to submit photo copy of partnership deed.
  - 6) Photo copy of the Registration certificate & labour licence. (The tenderer must be registered under the contract labour (Regulation + Abolition) Act. 1970. The tenderer should have valid labour license under this Act.)
  - 7) Audited balance sheet & profit and loss account, if any.
  - 8) List of client during last 3 years along with cost of assignment, if any.
- (ii) Remuneration of staff, quoted below minimum wages applicable for staff, in the CPWD shall retender the bid disqualified for evaluation.

**NB.**

1. EPF and ESI contribution to be paid for personnel employed by tenderer shall be responsibility of tenderer.
2. For every 6 (six) days of duty of man power one day off with payment will be given. The tenderer will have to bear cost of providing man power for this weekly off. The total monthly rates quoted shall inclusive of all these, including profits, overheads, bonus, gratuity etc and taxes whatsoever payable.
3. The evaluation will be done for all the items put together. Indenting office will award the contract to the lowest evaluated responsive bidder.

**8. LEGAL OBLIGATIONS.**

- 1) All personnel employed by contractor shall be engaged by him as his own employees in all express or implied. The responsibilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provisions of various labour laws/ Industrial.
- 2) Law of the country shall be that of the contractor. He shall specifically ensure compliance with the following laws/Acts and their enactments/Amendments:-
  - a. The contract labour (Regulation & Abolition) Act, 1970
  - b. The contract labour (Abolition & Regulation) Central Rules, 1971
  - c. The minimum wages Act, 1948
  - d. The Employer's Liability Act, 1936
  - e. The payment of wages Act, 1936
  - f. The Factories Act, 1948
  - g. The Workmen's Compensation Act, 1923
  - h. The Employees provident funds and Misc. Provisions Act, 1952

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**Dy. Inspector General**  
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- i. The Payment of bonus Act, 1965
- j. The Payment of Gratuity Act, 1976
- k. The Equal Remuneration Act, 1976
- l. The Industrial Disputes Act, 1947
- m) Contractor shall abide by provision of the other rules and regulations of Government issued from time to time to this effect. Any payment due to the workmen employed by the Contractor shall be sole responsibility of the contractor.

**9. Award of contract:**

- (a) The Indenter will award the contract to the bidder whose bid has been determined to be substantially responsive and who has offered the lowest price as per Para-7.
- (b) The Indenter reserves the right at the time of award of contract to increase or Decrease the requirement of manpower indicated in Para-1 above.

We agree to provide the above service of manpower and to abide by the terms & conditions contained in the bid document and also agree to enter into the agreement in the format enclosed. Bid security of Rs..... Rs.....) is furnished herewith vide bank draft No..... Date..... drawn on.....

(Bidder)

Signature:.....

Name.....

Date & Time.....

Address:.....

.....

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**Dy. Inspector General**


सी.आई.जे. स्कूल, भा. वि. सं. पुणे-४.....

**CIJW School, I.T.B.P. Force**

**QUESTIONNAIRE**

1.	Name and address of contractor	
2(a)	Whether registered with DGS&D (Yes/NO)	
(b)	Whether registered with DGS&D for subject store? (Yes/No)	
(c)	If yes, Monetary limit (Enclose photocopy of Registration Certificate)	
(d)	Validity date	
3. (a)	Whether registered with NSIC (Yes/No)	
(b)	Whether registered with NSIC for subject store? (Yes / No)	
(c)	If yes, monetary limit (Enclose photocopy of Registration Certificate)	
(d)	Validity date	
4,(a)	Whether you have submitted tender sample?(Yes/No) if so, furnish proof thereof.	
(b)	Whether you agree to submit advance sample, if called upon to do so within specified period of 21 days?(Yes/No)	
5.	Whether past supplier of subject store to DGS&D or Min. of Home Affairs during the last 3 years? &Yes/No) (If yes, submit performance report in enclosed Performa)	
6.	Terms of delivery	<b><u>F.O.R. Destination</u></b>
7.(a)	Whether excise duty extra? (Yes/No)	
(b)	If extra, rate of excise duty	%
(c)	Assessable value	Rs.
8(a)	Whether sales Tax extra? (Yes/No)	
(b)	If yes, rate of Central Sales Tax	%
(c)	Rate of local sales tax applicable at present.	%
9.	Discount offered. If any	%

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10(a)	Delivery period in months from the date of placement of order/ approval of advance sample.	
(b)	Monthly rate of supply	
11.(a)	Whether stores fully conforms to tender schedule specification in all respect. (Yes/No)	
(b)	If answer to 11(a) is No, indicate the details of deviation on separate sheet.	
12.	Acceptance to conditions of contract as contained in DGS&D- 68 (Revised) amended up to 31.12.91 and those contained in Pamphlet No. DGS&D-229 read with Annexure attached. (Yes/No)	
13.	Have you enclosed required EM? (Yes/No)	
14.	Do you accept tolerance clause? (Yes/No)	

**NOTE:**

**TENDERERS SHOULD CLEARLY MENTION DELIVERY TERMS ON QUESTIONNAIRE CLAUSE -10(A)&(B) IN THE TECHNICAL BIDS, FAILING WHICH OFFER IS LIABLE TO BE REJECTED AS PER PROVISIONS AT PARA 9.3.2 OF DGS&D MANUAL.**

Signature of tenderer : .....

Name in block letters : .....


Capacity in which tender is signed : .....

Full address : .....

.....

.....

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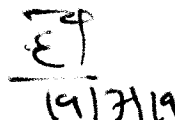
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**CONDITIONS REGARDING DEPOSIT OF EARNEST MONEY (E.M.)**

1. All firms who are not registered with DGS&D / NSIC for subject store are required to deposit earnest money equivalent to the amount as mentioned in the tender schedule.
2. The Earnest Money can be deposited in any one of the following alternative forms:
  - a) An open bank draft drawn in favour of Dy Inspector General CIJW School ITBPF. The draft should be payable at State bank of India, Kakati (Karnataka) Bank Code No-15454
  - b) An irrevocable bank guarantee of any Nationalized/ Schedule Bank or reputed commercial bank of the tenderers country (in case of imported stores) in the format attached.
3. The earnest money shall be valid and remain deposited with the purchaser for the period of 180 days from the date of tender opening. If the validity of the tender is extended the validity of the Bank Guarantee or any other document submitted in lieu of Earnest Money will also be suitably extended by the tenderer failing which the tender after the expiry of the aforesaid period shall not be considered by the purchaser.
4. The earnest money shall be payable by the purchaser on the E.M. deposited by the tenderer.
5. The E.M. deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the tender of the contract is furnished by the tenderer.
6. The E.M. of the successful tenderer shall be returned after the security deposit as required in terms of the contract is furnished by the tenderer
7. If the successful tenderer fails to furnish the security deposits required in the contract within the stipulated time the EM shall be liable to be forfeited by the purchaser.
8. E.M. of all the unsuccessful tenderer shall be returned by the purchaser as early as possible after the expiry of the bids validity but not later than 30 days after placement of contract. Tenderers are advised to send a pre-receipted challan along with their bids so that refund of E.M. is made in time.
9. Any tender not accompanied with earnest money in any one of the approved forms acceptable to the purchaser shall be rejected.

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**PROFORMA FOR BANK GUARANTEE FOR SUBMITTING EARNEST MONEY**  
**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY (ON BANK'S LETTER HEAD**  
**WITH ADHESIVE STAMP)**

Bank Guarantee No. ....Dated:.....

To,

The Dy Inspector General,  
CIJW School ITBP Halbhavi Camp,  
New Ventamuri, Belagavi (Karnataka)

Dear Sir,

In accordance with your invitation to tender No. ....  
M/S.....hereinafter called the tender with the following  
Directors on their Board of Directors/ Partners of the firms:

1. .... 2. ....  
3. .... 4. ....  
5. .... 6. ....

Wish to participate in the said tender for the supply of .....

As a Bank Guarantee against Earnest Money for a sum of .....( in word & figures)  
.....valid for (180) one hundred eighty days  
from the date of opening of the tender viz.....is required to be submitted by the tenderer as a  
condition for the participation . This Bank Guarantee and undertakes during the above said period of (180)  
one hundred eighty days to immediately pay on demand The DIG, CIJW School, ITB Police in writing the  
amount of ..... (Words (figures)  
.....

.....without any reservation and recourse if :-  
(i) The tenderer after submitting his tender, modifies the rates or any of the terms and conditions thereof,  
except with the previous written consent of the purchaser.

(ii) The tenderer withdraws the said tender within 300 days after opening of tender or

(iii) The tenderer having not withdrawn the tender, fails to furnish the contract security deposit imposed  
for due performance of the contract within the period in the General conditions of the contract.  
The Guarantee shall be irrevocable and shall remain valid up to ..... if further  
extension to this guarantee is required, the same shall be extend to such required periods on receiving  
instruction from M/S..... on whose behalf this  
guarantee is issued.

Date: .....

Signature.....

Place:.....

Name..... Witness:.....

Printed

(Designation)  
( Bank's common Seal)

Signature of Tenderer  
with seal

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उप महानिरीक्षक

Dy. Inspector General

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Contd.....12...

**BANK GUARANTEE PROFORMA FOR SECURITY DEPOSITS**

In consideration for the President of India (hereinafter called "The Government") having agrees to exempt .....(hereinafter called "The said contractor(s)" from the demand under the terms and conditions of an Agreement dated:..... made between.....and .....for ..... (hereinafter called the said agreement) of Security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of .....contractor(s) do hereby undertake to pay to the government an amount not exceeding Rs..... against any loss or damage caused to or suffered would be caused to or suffered by the Government by reason of any breach of the said Contractor(s) of any of the terms and conditions contained in the said Agreement

2. We.....do hereby undertake to pay the amount due and payable under this guarantee without any demur, purely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of breach by the said contractor(s) of any of the terms or conditions contained in the said agreement or by reason of the contractors) failure to perform the said Agreement . Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However. Out liability under this guarantee shall be restricted to an amount not exceeding Rs. ....


3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) / Supplier(s) in any suit or proceeding pending before any court or Tribunal relating thereto liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) / supplier(s) shall have no claim against us for making such payment.

4. We.....further agree that the guarantee herein contained ( indicate the name of the bank) .....shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that is shall continue to be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till .....office / Department/Ministry of ..... Certificate that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this guarantee thereafter.

5. We.....further agree with the Government that the government ( indicate the name of Bank) .....shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the power exercisable by the Government against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance , act or omission on the part of Government or any indulgence by the Government to the said Contractor(s) or by any such matter of thing whatsoever which under the relating to sureties would , but for this provision have effect of so relieving us.

Signature of Tenderer  
with seal

  
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6. This Guarantee will not be discharged due to the change in the constitution of the bank or the Contractor(s)/ Supplier(s) .

We..... lastly undertake not to revoke this guarantee during its currency except with the previous .consent of the Government in writing .

Dated the .....day of .....2017-18

For .....

(Indicate the name of the bank)

Signature .....  
Name of the Officer .....  
(in block capitals)  
Designation of .....  
Code No. ....  
Name of the Bank and Branch.....

Signature of Tenderer  
with seal

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19/7/19  
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**Dy. Inspector General**

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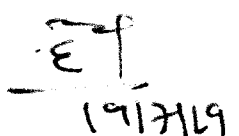
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## TERMS AND CONDITION

- (1.) Earnest money of Rs.-10,000/- (Rupees Ten Thousand only) given must accompany the tender form as deposit call receipt/Bank draft of SBI, Kakati (Karnataka)15454 duly pledged in favour of the Dy Inspector General, CIJW School **ITBP**, Halbhavi Camp, New Ventamuri, Belagavi (Karnataka) Cheques/ cash will not be accepted. Earnest money will be refunded to the unsuccessful tenderer upon finalization of the successful vendor. However, in case of successful vendor it will be adjusted against security deposit.
- (2.) There shall be strict adherence to the delivery schedule as mentioned in the supply order. The successful tenderer will have to deposit a sum equivalent to as per the provisions prescribed in GFR.-2017 or as prevailing on the date of issue of acceptance of tender letter, failing which tender will be liable for forfeiture of earnest money. The items shall be procured/ supplied from alternate source of supply at the cost, risk and responsibility of the successful vendor/ unless the period is extended by the competent authority without levy of compensation.
- (3.) Services will be done on credit basis and no advance cash payment etc. will be made against the order.
- (4.) The Dy Inspector General, CIJW School, **ITBP**, Halbhavi Camp, New Ventamuri, Belagavi (Karnataka) , reserve the right to accept/ reject any offer without assigning any reason thereof.
- (5.) The rates will be final and no variations will be accepted after acceptance of tender.
- (6.) **Tenderer should submit their permanent account No. (PAN) allotted by income tax Deptt.**
- (7.) **Latest income tax return document to be attached with tender technical bid documents.**
- (8.) The validity of the price quoted should be for a period mentioned in tender notice.
- (9.) Date & time for opening of tender is on 10-08-19 at 1630 hrs. Last date and time of receipt of tender on CPF Portal is 09-08-19 at 1600 Hrs
- (10.) Once the supply/ work order is placed, it will be the responsibility of the tenderer to supply deliverable on time mentioned in supply order/work order. Any additional cost incurred in any form would be borne by the tenderer.
- (11.) Dy Inspector General, CIJW School, **ITBP**, Halbhavi Camp, New Ventamuri, Belagavi (Karnataka) also reserves the right to seek clarification with one or all tenderer if considered necessary and also not accept any offer at all in case they are not reasonably priced.
- (12.) Any terms/condition given in the bids by the tenderer will not be binding on the Dy Inspector General, CIJW School, **ITBP**, Halbhavi Camp, New Ventamuri, Belagavi (Karnataka) . All the terms and condition for the supply, delivery, payment etc. will be as given herein and no change in any terms or condition by the tenderer will not be accepted.
- (13.) Dy Inspector General, CIJW School is not liable for any injury caused to Civil Labourer during Working.
- (14.) The selected firm has to furnish performance security in the form of Bank Guarantee/ DD for an amount of Rs. 8% of total amount valid for fourteen (14) months from the date of award of the contract. The performance security shall be submitted within 10 days from the date of notification of award. The earnest money shall be returned only after the performance security is submitted by the contract agency.

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