

NOTICE

INVITING TENDER

FOR

**Providing Manpower Services on
Outsource Basis**

at

**Police Foundation for Education, Delhi
B-4, Safdarjung Enclave, new Delhi-110029**

Police Foundation for Education, Delhi

(NOTICE INVITING TENDER)

1. Sealed tender on behalf of the General Secretary, PFED are invited under two bid system (Technical Bid and Financial/Price Bid) from eligible, experienced and financially sound, registered Companies/Firms/Agencies for **“Providing Manpower Services on Outsource Basis at Delhi Police Public Schools”** run under the aegis of PFED as per the requirement detailed in the tender document.
2. Interested bidders are required to fill it with all relevant information and submit the complete tender document at PFED as per the time schedule given in this tender document.
3. Bidders are advised to go through all instructions provided at **“Instructions for Bidder”**. Bidders are requested to follow the instructions carefully as prescribed in the tender document before submitting the bids.
4. Tender document with all documents should be addressed and sent to **“The General Secretary, PFED, B-4, Safdarjung Enclave, New Delhi-110029** by Speed Post or sealed tender should be dropped in the tender box kept in the office of PFED, **B-4, Safdarjung Enclave, New Delhi-110029** before the closing time limit. **Bids received after prescribed time limit shall not be accepted under any circumstances.**
5. The PFED shall not be responsible for any delay in the submission of Bids. The PFED reserves the right to accept or reject any bid, cancel the tender without assigning any reason thereof. The PFED also reserves the right to relax/withdraw/add any of the terms and conditions contained in the Tender Documents without assigning any reason thereof. PFED’s decision in this regard shall be treated as final and binding. No correspondence in this regard will be entertained. Further, the Earnest Money Deposit (EMD) shall be forfeited, if it is found at any stage that information/particulars given by bidder are false and incorrect.
6. A Demand Draft/Banker’s Cheque (EMD) for an amount of **Rs.10,000/- (Rupees Ten Thousand only)** from Nationalized/ Scheduled Bank drawn in favour of **“ Police Foundation for Education, Delhi”** payable at **“New Delhi”** is to be submitted along with bid towards EMD, **failing which the bid will be rejected.** Bidders are requested to write their name, mobile number, email and full address at the back of the Bank Draft / Banker’s Cheque submitted.
7. Bid Security Declaration is required to be submitted Earnest Money Deposit (EMD) with Technical Bid
8. Successful bidder has to submit the Performance Bank Guarantee (PBG) of **10% of the gross annual contract value** as performance security deposit. Performance Security will remain valid for 2 months beyond the date of completion of all contractual obligations. The bank guarantee should be sent to the PFED directly. Whenever, the bidder chooses to submit the bank guarantee, the bidder should advise issuing bank’s branch to immediately send a copy of the same with a covering letter to compare the original BG for the correctness, genuineness etc. Performance Security will be returned after completion of all contractual obligations without any interest. No exemption is allowed to NSIC/MSME registered firm.
9. Conditional bids shall not be considered and will be rejected outrightly.
10. The Financial Bids of only those bidders who qualify in the technical bid shall be opened after evaluation by a Committee constituted for the purpose.
11. Any subsequent Updates, Addendums, Corrigendum etc., if any, will be published only on the website www.delhipolicepublicschool.com. All bidders are required to regularly check the website for any update(s).

CRITICAL DATE SHEET

Name of the Work	Providing Manpower Services on Outsource Basis at Delhi Police Public Schools under the aegis of PFED.
Date of Issue/Publication of Tender and bid submission start date	10 /03/2023
Last Date and Time for submission of Bids	31/03/2023 at 01.00 P.M.
Technical Bid Opening Date	31/3/2023 at 02.00 P.M.
Financial Bid Opening Date	Financial Bid will be opened after evaluation of technical bid of the eligible firms.
Address for Submission of Bid (Through By Hand/Speed Post/Registered post)	The General Secretary, Police Foundation for Education, Delhi B-4, Safdarjang Enclave, New Delhi-110029

**Sd/
General Secretary,
Police Foundation for Education, Delhi**

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Providing Manpower Services on Outsource Basis at Delhi Police Public Schools /PFED

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SECTION-I

Instructions to Bidders

1. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the PFED will, in no case, be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

The Bidder is expected to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Any mis-understandings of the conditions/ rules/ regulations shall not entitle the bidders for any sort of compensation. Failure to furnish all information sought by the bidding documents or submission of a bid not responsive to the bidding requirements in every respect will be at the Bidder's risk and may result in rejection of bid.

2. Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid shall be written in English language.

3. Index Page

An index page showing contents/ annexures and page number should be annexed first followed by relevant documents with proper page numbering and duly signed by the authorized signatory.

4. Documents Comprising the Bid

The bids are to be submitted in two separate envelopes i.e. Technical Bid and Financial Bid. These two envelopes should be put in a big envelope and properly sealed.

- (a) **1st Envelope-** Technical Bid with Processing Fee of Rs.500/- and EMD of Rs.10,000/-.
- (b) **2nd Envelope-** Financial Bid.

The bigger envelope should be super-scribed “**Providing Manpower Services on Outsource Basis at PFED.**” along with Tender Reference No. and last date & time of submission of bid.

4.1 Techno commercial un-priced bid /Technical Bid:

Proforma for techno-commercial un-priced bid is mentioned in the document.

4.2 Price Bid/ Financial Bid

The price bid should be submitted in the proforma given in the document.

- (a) The prices quoted must be in percentage as shown in the document.
- (b) **Bidders quoting less than 0.50% Service Charge may not be considered** for further evaluation. The Minimum Service Charge of 0.50% has been arrived at giving consideration to deductions on account of TDS; cost of identity cards, stationery, accounting, administrative charges, and cost of recruitment process etc. along with suitable profit thereafter to the prospective bidders.
- (c) The bidder should ensure that unduly lower rate of Service Charge will not lead to complaints from workers regarding delay in payment, improper reduction in wages, seeking monetary return by the contractor from workers, etc. thereby affecting the performance of the workers.
- (d) The rate once accepted by the PFED shall remain valid till the successful expiry of the contract period. The PFED shall not entertain any increase in the rates during the contract period. However, in the event there is a reduction or increase in Government levy/duties/taxes

during the period of execution of the order, the rates shall be suitably be revised and adjusted with effect from the date notifying the said reduction or increase in the Government levy/taxes/duty, if any.

(e) Prices shall be quoted in Indian Rupees only.

5. Period of Validity of Bids

Bids shall remain valid for **180** days after the date of bid opening prescribed by the PFED. A bid valid for a shorter period shall be rejected as non-responsive. In exceptional circumstances, the PFED may solicit the Bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing. A Bidder may refuse the request. A Bidder granting the request will not be required nor permitted to modify the bid. Financial Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

6. Modifications and Withdrawal of Bids

No bid will be modified after submission of bids. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder in the bid form. Withdrawal of a bid during aforementioned interval may result in the Bidder's forfeiture of its EMD.

7. Opening of Technical Bid

All Technical bids will be opened in the first instance. Processing Fee of Rs.500/- & EMD of Rs.10,000/- are mandatory for all participating firms/companies/agencies. No relaxation for processing fee and EMD.

8. Clarification of Bids

During evaluation of the bids, the PFED may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

No Bidder shall contact the PFED authority or any of its member on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the PFED, it should be done in writing. Any effort by a Bidder to influence the PFED's authority in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

9. Evaluation of Technical Bid

Prior to the detailed technical evaluation, the authority of the PFED will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential criteria. If any bidder does not meet the essential criteria as laid down in this bid document, then their bid will be rejected.

No document will be accepted in support of essential criteria after the last date of submission of bids. The bidders short-listed by the PFED based on meeting the essential criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document may be called for detailed discussions with a team selected for the purpose by the PFED, at a specified date, time and venue, if needed.

10. Opening of Financial /Price Bids

Price Bids of only those bidders who meet the essential criteria and whose techno commercial un-priced bids/Technical Bid have been found to be eligible and substantially responsive will be opened. The price Bids of the technically qualified bidders shall be opened in the presence of the

tender committee.

11. Evaluation and Comparison of priced Bids

Arithmetical errors will be rectified on the following basis:-If there is a discrepancy between words and figures, **whichever is the higher of the two** shall be taken as bid price.

12. PFED's right to accept any bid and to reject any bid or all bids

The PFED reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the PFED's action.

13. Award Criteria

The Bidder/Company/Firm/Agency achieving the highest combined technical and financial score after giving weightage as mentioned in this document will only be awarded the work.

SECTION-II

Schedule of Requirement:

Requirement of manpower on outsource basis to be engaged for providing services in the PFED is as follows:

Sl. No.	Category of Manpower	Qualification(s)	No. of Personnel Required (Approx.)
1.	UNSKILLED: Sweeper, Peon, Security Guards, Aya any other un-skilled worker as decided by the PFED	As per Govt. of India Norms	30
2.	SKILLED: any other skilled worker as decided by the PFED		3
TOTAL			33

Note:

1. The above requirement is only tentative and may increase/decrease depending upon the volume of work, functional requirements etc. Any changes in this regard shall be communicated to the Agency at the sole discretion of PFED as and when the need arises during the period of contract.

The following requirement of staff in schools are as under :-

S.No	Name of school	Security Guards	Sweeper	Supervisor	Peon	Aya	Driver	Total
1.	DPPS/Safdarjang Enclave	3	12	1	-	-	1	17
2.	DPPS/New Police Lines, Kingsway camp	-	4	-	1	1	1	07
3.	DPPS/PTC Wazirabad	2	3	-	2	1	1	9
	Total	5	19	1	3	2	3	33

SECTION - III

MINIMUM ELIGIBILITY CRITERIA REQUIRED FOR BIDDING

The bidders having following minimum qualification are eligible for bidding:

1. The bids submitted by the bidders will be evaluated as per below:
 - (i). The bidder firm must be a legally valid identity i.e. a Proprietary /Partnership Firm/ Limited Company/ Society legally constituted or registered under the relevant Act (Enclose a self – attested copy of the registration certificate/ relevant document).
 - (ii). The bidder must be approved/ recognized by Govt. of India. for providing manpower services. The bidder must have a valid license from competent licensing authority under Contract Labour (Regulation & Abolition) Act – 1970 and Contract Labour Central Rules, 1971. The license must be valid (Enclose self-attested copy of the document).
 - (iii). The bidder must have at least **05 years’ experience** for providing similar manpower services to Schools/Institutes/Central University/ Central Govt. Department/ Central Govt. / Central Govt. Autonomous (Enclose a self – attested copy of the relevant document).
 - (iv). Must be registered with Employees’ Provident Fund Organisation (EPFO), Employees’ State Insurance Corporation, and such other Tax Authorities as Income Tax, Goods & Services Tax (GST) [Enclose copies of registrations such as EPFO, ESIC, GST, PAN etc.].
2. Must have a company’s overall average Annual Turnover of **60 Lakhs or above** in each of the three (03) financial years (**2019-20, 2020-21 & 2021-22**), in the books of account. Specific certificate regarding the Turn Over is required to be furnished under certification of the Chartered Accountant Firm which had undertaken Audit of the bidder during these three financial years along with ITR Certificates for **F.Y. 2019-20, 2020-21 & 2021-22** .
3. The bidder must have **at least one (01) contract** of deployment of manpower in similar works to Schools/Institutes/Central University/ Central Govt. Department/ Central Govt. Institutes in each during three (03) financial years (**2019-20, 2020-21 & 2021-22**). Copy of agreement/ work order must be attached along with satisfactory performance certificate of the concerned. The certificates must have been issued on the letter head of the organization clearly indicating the duration of contract, number of manpower deployed and annual value of the contract. **Please note that copies of work-orders/ agreements only shall not be considered for this purpose.**
4. The Bidders should have undertaken/completed similar work for providing manpower services in three (03) financial years (**2019-20, 2020-21 & 2021-22**)

One work order of value not less than **60 Lakhs per annum** in the 3 financial years (2019-20, 2020-21 & 2021-22).

OR

Two work order of value not less than **30 Lakhs per annum** in the 3 financial years (2019-20, 2020-21, & 2021-22).

OR

Three work order of value not less than **20 Lakhs per annum** in the 3 financial years (2019-20, 2020-21 & 2021-22).

Note:

- a. The work executed in the own name of the bidder only will be considered for meeting the eligibility criteria.
 - b. The certificate of experience should be **exclusively** for providing manpower services in similar works.
 - c. *Copy of work order/agreement and/or self-certified certificates* **WILL NOT BE ACCEPTED as certificate of experience.**
5. Preference will be given to the ISO certified agency.
6. An affidavit, in original: Duly certified by a Notary that :
- (a) The Partners of the firm or sole proprietor or Company as the case may be, has not been black-listed by any School/ Institute/Govt., Semi-Govt. Dept. or any other organization in last 05 years and the name of the firm or company has not been changed.
 - (b) That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be and that he has never been punished by any Court.
 - (c) That there are no dues towards income tax as on the date of the affidavit.
7. Production of originals for verification: Successful bidder may be asked to produce the original documents for verification/examination as and when sought for by the PFED Authority.
8. The bidder/ agency must have local branch office at New Delhi.
9. The bidder/ agency must have at least 50 or more workers continuously on roll (deployed by it at any organization as referred here above) for the last three years. Proof of EPF Challan should be submitted.

SECTION -IV

1. Proforma for Techno commercial un-priced bid / Technical Bid

(Submit all documents with the Technical bid)

Sl. No.	Particulars	Technical Compliance (Yes / No)	Write Details	Page No.
1.	Name of Tendering Company/ Firm/ Agency (Attach Certificate of Registration)			
2.	Name of Director / Proprietor of Company/Firm/Agency			
3.	Full Address of Registered Office with Telephone No. Fax E-mail			
4.	Full Address of Local Branch Office with Telephone No. Fax E-mail			
5.	Banker of Company/ Firm/Agency with full Address (Attach certified copy of Bank Statement)			
6.	PAN (Attach self-attested copy)		No.:	
7.	GST No. (Attach self-attested copy)		No.:	
8.	E.P.F. Registration No. (Attach self-attested copy)		No.: Date:	
9.	E.S.I. Registration No. (Attach self-attested copy)		No.: Date:	
10.	Valid Labour License No. (Attach self-attested copy)		No.: Date: Valid Upto:	
11.	Number of years of experience in providing manpower in similar services (Attach self-attested copy of all relevant documents).		No. of years:	
12.	Satisfactory Performance Certificate from at least two Major Clients in the three (03) financial years (2019-20,2020-21,2021-22) along with work orders/agreements.		Client-1: Value: Rs. Client-2: Value: Rs.	
13.	Income Tax returns for financial years (2019-20, 2020-21, 2021-22)		Attach Document Only	
14.	Total annual turnover financial year wise for three (03) financial years (2019-20, 2020-21, 2021-22)		Attach Document Only	
15.	The bidder/ agency must have at least 50 or more workers continuously on roll (deployed by it at any organization as referred here above) for the last three years.		Total No.:	

16.	Affidavit stating that: (i) The Partners of the firm or sole proprietor or Company as the case may be, has not been black-listed in last 05 years and the name of the firm or company has not been changed. (ii) That there is no police case/vigilance enquiry pending against the Partners of the firm or sole proprietor or Company as the case may be and that he has never been punished by any Court. (iii) That there are no dues towards income tax as on the date of the affidavit.					Attach Document Only	
17.	Details of Tender Processing Fees DD/Cheque No. Date Amount Drawn Bank					DD No.: Date: Amount: Drawn Bank:	
18.	ISO Certification					Attach Document Only	
19.	Ongoing similar contract in any Organisation.						
	S.No.	Details of client along with address, telephone and e-mail Id	Amount of Contract (in Rs.)	Duration of Contract (From To)			
20.	Annexure – I to IV					Attach Document Only	
21.	Any other details, if any						

Proforma for Annual Turnover (Attach Audited Documents)

Description	Financial Year		
	2019-20	2020-21	2021-22
Annual Turnover			
Profit before Tax			
Profit after Tax			
Current Assets			
Current Liabilities			

Note:

- 1) Bidders may annex separate sheets wherever required for furnishing above details. However, such sheets must be duly signed with seal. Unsigned documents may lead to rejection of bids

**Signature (in ink, with date) with
Seal of Bidder/Tenderer**

2. Proforma for Financial Bid

(Should be submitted in separate envelop super-scribing “Price Bid”)

Part -A

1. Name of the Contractor:

S. No.	Description	Unit	Service Charge (in %)
1	Admin./Service Charges on total consolidated wages excluding tax components Charges should be quoted in percentage (%). Charges should not be quoted less than 0.50 % .	Per Month	

GST- Extra as applicable.

Signature (in ink, with date) and Seal of Bidder/Tenderer

Note:

1. Quoted price should be exclusive of all taxes. Taxes as applicable shall be paid extra to the Contractor.
2. **Quoted Service charges should be sufficient to meet out all the statutory deductions. If a firm quotes less than 0.50%, the bid shall be treated as unresponsive and will not be considered.**
3. Rates are prevalent in the Schools as per Minimum Rates of Wages” as per the Order of Ministry of Labour & Employment, Govt. of India and are subject to amendment/modification in accordance with the subsequent order, if any of Ministry of Labour & Employment, Govt. of India. Moreover, EPF, ESI will be reimbursed on receipt basis to the service provider.

SECTION –V

Evaluation of Technical Bids:

Technical bids will be evaluated on the basis of parameters given in the Eligibility criteria on the following marks based system. If a bidder does not fulfil any of the Mandatory Criteria he stands disqualified. (Copies of all relevant documents should be attached along with the technical bid, failing which, the bid shall be rejected summarily).

Sl. No.	Particulars	Allocation of Marks	Total Marks
1	Legally valid identity of the bidder i.e. a Proprietary /Partnership Firm/ Limited Company/ Society legally constituted or registered under the relevant Act (Enclose a self – attested copy of the registration certificate/ relevant document).	5 (Mandatory)	5
2	Valid license under Contract Labour (Regulation & Abolition) Act – 1970. [The license must be valid (Enclose self-attested copy of the document)].	5 (Mandatory)	5
3	Experience: Five (5) Years	10 (Mandatory)	20
	For every two (02) years of experience after Five (5) Years	2 (Subject to maximum of 10 marks)	

4	Registration with statutory bodies such as Employees' Provident Fund Organisation (EPFO), Employees' State Insurance Corporation, and such other Tax Authorities as Income Tax, Goods & Services Tax (GST) [Enclose copies of registrations such as EPFO, ESIC, GST, PAN etc.]. All four (EPFO, ESIC, GST, PAN) registration copies are mandatory to enclose.	10 (Mandatory)	10
5	Overall Average Annual Turnover in the three (03) financial years (2019-20, 2020-21, 2021-22)		30
	₹ 60 Lakhs per annum	15 (Mandatory)	
	For each additional ₹ 20 Lakhs per annum	5 (Subject to maximum of 15 marks)	
6	Similar works undertaken/completed in the 03 years (2019-20, 2020-21, 2021-22)		30
	One work order of value not less than ₹ 60 Lakhs per annum in the 3 financial years (2019-20, 2020-21, 2021-22)	15 (Mandatory)	
	OR		
	Two work orders each of value not less than ₹ 30 Lakhs per annum in the 3 financial years (2019-20, 2020-21, 2021-22)		
	OR		
	Three work orders each of value not less than ₹ 20 Lakhs per annum in the 3 financial years (2019-20, 2020-21, 2021-22)	5 (Subject to maximum of 15 marks)	
	AND		
	For each additional work order of value more than ₹ 60 Lakhs per annum		
	OR		
	For each two additional work orders of value more than ₹ 30 Lakhs per annum		
OR			
For each three additional work orders of value more than ₹ 20 Lakhs per annum			
Total Technical Bid Score (TBS)			100

EVALUTION SCHEME

Bidders securing at least 60 marks in the Technical Bid against the Eligibility Criteria may be considered as Technically Qualified.

Bidders who are declared as Technically Qualified will be allowed to participate in Financial Bid process.

Tie-Breaking Clause:

The technical qualified Firm/Company bidding the lowest rates shall be considered for awarding the tender, subject to fulfilling all the criteria mentioned and satisfaction of the tender committee. In case two or more bidders bids the same amount, then the following will criteria will be adopted for tie-breaking in order of following merits :-

- (i) **01st Preference- Value of similar works executed:-** Bidder having larger value of similar works executed during the period (2019-20, 2020-21, 2021-22) will be given first preference.
- (ii) **02nd Preference- Annual value of turnover:-** Bidder having larger turnover during the period (2019-20, 2020-21, 2021-22) will be given second preference.
- (iii) **03rd Preference- ISO Certification:** - ISO certified agency will be given third preference.
- (iv) **04th Preference** will be given to Retired Defence personnel firm/company.
- (v) In case of tie up in the above mentioned all criteria, the tender committee shall evaluate the technical and financial bids of the bidding firms/companies and award the tender to the suitable firm/company, as deems fit and decision of the tender committee, shall be final and binding.

Note :

- (a) The competent authority will award the contract after evaluating all the aspects of the bids. Lowest rate quotation formula shall not be the sole basis of award of contract. In this regard decision of the tender committee shall be final and binding.
- (b) The award of the present tender shall be at the sole discretion of the Police Foundation for Education, Delhi and the same shall be done by the tender committee of Police Foundation for Education, Delhi, after evaluating all the bids received in this regard on the parameters as may be fixed by the tender committee.
- (c) The Police Foundation for Education, Delhi through its tender committee shall be at liberty to terminate and end the tender process at any given point in time without any caveat or Notice to any party/bidders.

SECTION -VI

GENERAL TERMS & CONDITION OF CONTRACTS

1. Period of Contract

The contract will be for a period of **11 months from the date of award of contract**. After completion of satisfactory performance of firm during award period, PFED, upon mutual consent of the contractor on same terms and conditions prescribed in this document and agreed to by both the parties, may have sole authority to renew/extend the contract to such further period(s).

However, PFED reserves its right to terminate the agreement by giving one month advance notice at any time during the contract if the service of the agency is not found satisfactory as per the opinion of PFED or its representative. Moreover, PFED also reserves the right to call L2 bidder to work for the remaining period of contract on L-1 price.

2. General Terms & Conditions

- 21 PFED, being an Educational Institution, the Contractor will not allow or permit his employees to participate in any trade union activities or agitation in the premises of the owner.
- 22 All personnel/employees/workmen employed by the Contractor shall be, preferably, in the age group of 21 – 50 with good health and sound mind. The personnel/employees/workmen of the Contractor shall be liable to security screening by the Security Staff deployed by PFED.
- 23 The Contractor shall appoint fully qualified and competent workers as per the requirement at their own cost, to ensure that the services rendered by them are the best. The Contractor may be required to increase/ decrease manpower as and when required by PFED.
- 24 The employees employed by the Contractor shall always be under the direct and exclusive control and supervision of the Contractor and the Contractor may transfer its employees / workmen in consultation with the PFED. It shall be the sole responsibility of the Contractor to ensure that employees/workmen, deployed by him, fulfill the obligations undertaken by the Contractor under the contract.
- 25 None of the employees of the Contractor shall enter into any kind of private work at different locations during working hours.
- 26 The deployed persons should maintain highest discipline and behave politely with the School, staff, students and guests. The persons deployed by the Contractor should be reliable, trust worthy, alert and efficient. The Contractor shall not change the deployed persons without prior permission of the PFED. If in the opinion of the PFED authorities, the performance of any of the manpower deployed is not satisfactory or he/she is not amenable to discipline or their behavior is not conducive to retain them for the work or for any other reason, he/she would be replaced immediately. In case of any complaint or any unusual behavior of the manpower, he/she should be replaced within 24 hours upon such intimation from the PFED.
- 27 The deployed persons by the Second Party will not indulge in any unlawful or illegal activities which are against the interest of PFED.
- 28 The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed before the commencement of work:
 - a) List of Manpower short listed by Contractor for deployment containing full details i.e. date of birth, marital status, address, contact no. etc.;
 - b) Bio-data of the persons with passport size photograph
 - c) Police Verification Certificate, Character Certificate and Medical Certificate from issued by competent officials.

- d) Their deployment will be only after the clearance from the security unit of PFED.
- 29 Any theft or damage caused due to negligence of the workmen shall be borne by the Contractor. Appropriate amount of penalty after due consideration and hearing will be imposed by PFED or an officer nominated by PFED, and the same will be deducted from the monthly bill of the Contractor. The decision of the PFED Authority in this regard will be final and binding.
- 210 No Accommodation for workmen shall be provided by the PFED. The Contractor shall have to make his own arrangement for the lodging and boarding for their workmen.
- 211 PFED will not be responsible for any injury, accident, disability, or loss of life to the Contractor or to any of its personnel that may take place while on daily duties. Any compensation or expenditure towards treatment of such injury, accident or loss of life shall be the sole responsibility of the Contractor. The Contractor has to make his own arrangements towards health insurance, accidental and disability coverage and domiciliary treatments of all personal engaged by them under their pay roll and submit a proof to this effect.
- 212 The selected Firm/Agency shall be solely responsible for the redressal of grievances of the persons employed. PFED shall in no way be responsible for settlement of such issue.
- 213 PFED shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 214 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Tax Department, as amended from time to time.
- 215 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a term of the contract that cost of arbitration shall be borne by the parties themselves. The venue of arbitration, if any, shall be at New Delhi only. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

3. Terms of Payment:

The Company/Firm/Agency will **first pay the wages of the month to its workers by 1st week of next month and thereafter submit the monthly bill in duplicate along with necessary documents for reimbursement of the same from respective Schools & PFED.** The reimbursement of the same will be made by Schools/PFED after all deductions such as T.D.S. etc. as per rules, modified from time to time on monthly basis on receipt of monthly bill along with attendance sheet, copy of challan for proof of EPF and ESI deposited and bank transaction details duly certified by the authorized signatory of the Agency confirming above payments etc. made in respect of such engaged employees. A certificate that previous month payments of the employees under the contract has been made and cleared in all respect shall also be enclosed. Monthly payment will be made preferably within 15 days of submission of bills, in favour of the Company/Firm/Agency after making necessary deductions (Income Tax/TDS, surcharge, other statutory taxes, losses, penalty etc.).

PFED reserves the right to inspect all the payment related documents including statutory dues/payments made by the Company/Firm/Agency in this regard at any point of time during the contract and the Company/Firm/Agency shall assist the Authority of the PFED whenever inspection of records is done by the PFED's Authority. Any misbehavior/non-cooperation by the officials of the Company/Firm/Agency in this regard shall attract appropriate action including imposition of financial penalty by the PFED to the Company/Firm/Agency.

4. Legal

- 41 Compliance of policy regulation viz., payment of central government minimum wages act, employers liability act, contract labour (regulation & abolition) act, the workmen compensation act, industrial dispute act, maternity benefit act, employee state insurance act, provident fund act, miscellaneous provision act and labour license of state and central government, Bonus Act, as on the date in existence or revised/changes in the future, will be whole sole responsibility of the Contractor. In this regard the Contractor at all-time should indemnify PFED against all claims and will maintain necessary books, logs, registers, verification, returns, receipts, computerized database etc., mandatory as per the law and as per the government rules and make its available for inspection/verification to the concerned government officer/ labour enforcement officer/regional provident fund commissioner, as and when required. Failure to comply such instructions will lead to imposition of fine by State/Government machinery and summary termination of contract and/or such other action as the Government may deem fit. A copy of all such compliances, statements, payments made to the statutory authorities etc., including registration number shall be provided to the PFED authority for verification and record.
- 42 For all intents and purposes, the bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed at PFED for the manpower services.
- 43 The manpower deployed by the Contractor for the contract job shall not be entitled for any claim, pay, perks and other facilities which may be admissible to casual, ad-hoc, regular / confirmed employees of PFED during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the Contractor shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular/ otherwise capacity in PFED and shall have no claim for continuation with the existing job, if the contractor is replaced. The Contractor should communicate the above to all the manpower deployed in PFED.
- 44 The selected agency shall also be liable for depositing all taxes, levies, cess etc. to concerned tax collection authorities from time to time as per extant rules and regulations on account of service rendered to PFED.
- 45 The selected agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of PFED or any other authority under Law.
- 46 In case, the Contractor fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof PFED is put to any loss / obligation, monetary or otherwise, PFED will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 47 The selected agency will indemnify PFED from all legal, FINANCIAL, statutory, taxation and other associated liabilities.
- 48 To resolve any dispute/legal issue, the concerned matter shall be referred to the General Secretary, PFED or a person nominated by him. If any dispute/legal issues are not settled through arbitration, then jurisdiction to resolve the same through any forum/tribunal/court would be at New Delhi only.
- 49 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the General Secretary of the PFED at the time of the dispute. The arbitration proceeding initiated in regard to the dispute in the present tender shall be subjected to the provision of the Arbitration and Conciliation Act 1996 and/or any other statutory modification or re-enactment of Act/rules made thereof as applicable thereto.

5. Contract Amendments

No variation or modification of the terms of the Contract shall be made except by written amendment made with mutual consent between the concerned parties in the present contract .

6. Subletting of Contract

The successful bidder shall not sublet/transfer the contract. Any subletting will result in immediate termination of the contract and security deposit is liable to be forfeited.

7. Damages and Losses

Upon end of contract / termination thereof, the Contractor is liable to return materials, if any, to PFED in good working condition barring normal wear and tear. For shortage/misplacement/theft, replacement cost of the items will be recovered from the final bill or security deposit of the Contractor as the case may be.

8. Complaints

The Contractor shall attend to all the complaints pertaining to the present contract and address them as early as possible to the satisfaction of PFED.

9. Force Majeure

In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed by them under the contract, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts.

The term “force majeure” as employed herein shall mean, acts of god, war revolt, riots, fire, flood and act and regulations of the Government of India or any of its authorized agencies.

Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party in writing within 7(seven) days of the alleged beginning and ending therefore giving full particulars and satisfactory proof.

Time for performance or relative obligation suspended by the Force Majeure shall be extended by the period for which cause lasts or condoned by the PFED without any penalty. If the work is suspended by force majeure conditions lasting for more than 1 (one) month, the PFED shall have the option to authorize the contract in whole or part therefore at its own discretion. Any situation of force majeure shall not be payable by the PFED under any circumstances. For the period of force majeure, no amount shall be payable to the Contractor.

10. Penalty

In the event of the Agency/ Contractor’s failure to execute the work entrusted to it under the contract satisfactorily, PFED shall make alternative arrangement to do it and the difference of cost incurred by PFED shall be recovered from the Agency/ Contractor’s unpaid bills and Contractor’s security deposit. Besides, penalty as decided by PFED shall also be levied and recovered for violation of any other condition which may lead to non-performance of contractual obligations.

Further, the Agency/Contractor shall disburse the wages to the workers through bank transfer and non-payment of wages by and any malpractice if noticed, will invite a penalty which may lead to termination of contract & blacklisting of the firm or any other decision deemed fit by the Competent Authority. The Agency/Contractor will also be liable to pay the disputed outstanding amount. PFED shall not be directly responsible for the payment of wages to the employees. It will be the responsibility of the Agency/Contractor to make regular payment to the workers

engaged by him as per the minimum wages applicable to the Central Govt.

11. Termination of Contract

- 11.1 If the services of the Contractor or the manpower deployed by it are not found satisfactory they will be issued a written notice for improvement by PFED authority. If satisfactory improvement is not found (within 2 weeks) after this notice, penalty for poor service as specified in the agreement may be imposed and / or a final one months' notice will be issued to the Contractor by the PFED authority to terminate the contract without prejudice to any rights or privileges accruing to either party prior to such termination. During the period of notice both parties shall continue to discharge their duties and obligation.
- 11.2 PFED reserves the right to terminate the contract by giving a one months' notice to the agency without assigning any reason thereof. The contractor may also request to terminate the contract by giving three month advance notice to the PFED.
- 11.3 The PFED in any situation will not be under any obligation to pay compensation or make the payment for which services are not rendered.
- 11.4 In case of breach of any substantial terms and condition of the contract, the Performance Security Deposit of the Contractor will be liable to be forfeited, beside immediate termination of contract or other lawful action that may be taken against the Contractor.
- 11.5 If the Contractor, in the judgment of the PFED found engaged in corrupt or fraudulent practices in competing for or in executing the Contract, the PFED may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part.

SECTION -VII

Service Level Agreement

This agreement is made at New Delhi on between the **Police Foundation for Education, Delhi** hereinafter to be called the **First Party** through its Executive Secretary or his representative and M/s.....hereinafter to be called the **Second Party**.

Whereas the **First Party** is on the lookout for a suitable party for supply of manpower of the designated sites of the PFED for upkeep of the PFED premises absolutely clean and hygienic.

Whereas M/s hereinafter to be called the **Second Party** on the other part has quoted the rates, agreeable to the First Party, to carry out the work to the satisfaction of the First Party.

Both the parties hereby agree on the terms and conditions set out hereinafter before the witnesses as set forth herein.

1. PERIOD OF CONTRACT:

The contract will be for a period of **11 months from the date of award of contract**. After completion of satisfactory performance of firm during award period, PFED, on mutual consent of the contractor on same terms and conditions prescribed in this document and agreed to by both the parties, may have sole authority to renew/extend the contract to such further period(s), as it may deem proper having regard to the quality and manner of the Contractor's performance.

However, first party reserves its right to terminate the agreement by giving one month advance notice at any time during currency of the contract if the service of the agency is not satisfactory as per the opinion of first party or its representative. Moreover, the first party also reserves the right to call L2 bidder to work for the remaining period of contract on L1 price.

OBLIGATIONS OF THE SECOND PARTY:

- i. Office Timings will be as per PFED norms. The deployed persons should report for duty for 06 days a week from Monday to Saturday. In the interest of the PFED, the service of the manpower may be required on all days in a month irrespective of holidays. Agency should give one day week off (on Sunday) to the deployed manpower.
- ii. The Second Party shall issue identity cards and other necessary articles needed for the entrusted work to all their persons as per the Contract Labour Regulation Act-1970 as amended from time to time and any other applicable laws. The Second Party shall provide appointment letters/ experience certificates, salary slips to each worker deployed by them.
- iii. The Second Party shall not deploy any minor as worker and shall be responsible for proper maintenance of decorum, punctuality, discipline and work output.
- iv. Only such of the persons of the Second Party as are previously authorized will be allowed entry at the premises of the First Party on production of identity card.
- v. The Second Party shall withdraw forthwith the person/persons either suo-motu or as desired by the First Party, if he/they, is/are found no longer desirable to work on the premises of the First Party.
- vi. In case of requirements of additional manpower, the Second Party will provide the required additional manpower to the First Party within a fortnight of submission of requirement.
- vii. The persons deployed for work should not be involved in any police case. Police verification

- certificate for the persons deployed for work has to be submitted by the Contractor. A verification report in respect of all the personnel of Contractor from the concerned police station of concerned residential areas should be submitted and also list of employees with bio-data of each employee posted to the PFED along with photo and thumb impression should be handed over to the designated officer of PFED. Any changes should be informed immediately.
- viii. The Second Party shall maintain all records and registers concerning attendance and wages of persons engaged by him as required under the various labour laws/legislations in force from time to time and also ensure that there is compliance of the statutory mandate as provided in the law applicable therein.
 - ix. The Second Party shall carry out supervision/overseeing of persons deployed in the First Party premises. The First Party shall not have any direct control over them. The First Party will have the right and discretion to ensure that work is carried out as per the contract and complete satisfaction of the First Party.
 - x. The Second Party will ensure that these workers remain confined only to the assigned jobs and they should not involve or interfere in any other activities of the First Party.
 - xi. The Second Party will ensure that persons deployed by the Second Party, who have to perform the work, shall not join/create any union or interfere with internal working of the establishments of the First Party.
 - xii. The Second Party shall provide the complete address of local office in New Delhi and contact details. Atleast one representative/ supervisor or above level personnel should be deployed in the PFED by the Second Party who can visit the PFED on regular basis.
 - xiii. The Second Party will depute one representative from its own establishment for monitoring of the work and verification of daily attendance of the workers deployed by the Second Party at the premises of the First Party. The said deputed person will report to the designated officer of the First Party for further conformation on daily basis. Further, such deputed person will be available as and when required for any verification.
 - xiv. The personnel deployed by the Second party at the premises of the First Party shall not have claim to become employees of the First Party and there will be no Employee and Employer relationship between the personnel engaged by the Second Party for deployment at the First Party.

3. PAYMENT OF WAGES

- (i). The payment of wages to the workers engaged by the Second Party for the assigned work shall be the sole responsibility of the Second Party in consideration of the work performed as per the agreement. The First Party shall pay to the Second Party for **unskilled, semi-skilled, skilled** workers as per the orders of the Ministry of Labour, Government of India revised from time to time.
- (ii). The payment of wages/allowances/ remuneration and other benefits admissible to persons employed by the Second Party for the job shall be the sole responsibility of the Second Party as their employer under law. The minimum wages payable to the workers deployed by the firm will be as per wages revised from time to time by the Ministry of Labour, Government of India
- (iii). The Second Party shall be responsible for the compliance with regard to minimum wages, ESI, EPF, Workmen Compensation Act etc. and for payment for any liability (ies) under such acts, and any other applicable laws.
- (iv). The Second party shall first pay the wages of the month to its workers by 1st week of next month and thereafter submit the monthly bill in duplicate along with necessary documents like attendance sheet, copy of challan for proof of EPF and ESI deposited and bank transaction details duly certified by the authorized signatory of the Second Party confirming above payments etc. for reimbursement of the same to the First Party. The payment of the same will be made by the First Party after all deductions such as T.D.S. etc. as per rules, modified from time to time.

- (v). Workers engaged will be paid wages as per “Minimum Wages Act 1948” applicable to the Central Government establishments. These rates may be revised subject to approval of the First Party. The Second Party shall be responsible for submission of revised rates from time to time as communicated by competent authority. On revision of minimum wages by the Govt. of India, the Second Party shall be responsible for seeking approval of the revised rates from the First Party along with the copy of the order of competent authority for such revision. Any liability arising on account of delay in the same will lie on the Second Party.
- (vi). The First party shall pay Service Charges to the Second Party of the total consolidated wages excluding tax components at the time of payment of bill after ensuring necessary statutory deductions.

4. COMPLIANCE OF LAWS OF LAND:

- (i) The Second Party shall be solely responsible for compliance of the various laws including labour and industrial laws, such as wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to the personnel deployed by it at premises of the First Party or for any accident caused to them and the FIRST PARTY shall not be liable to bear any expense in this regard. The SECOND PARTY shall make payment of wages to workers engaged by it by the stipulated date irrespective of any delay in settlement of its bill by the FIRST PARTY for whatever reason. The SECOND PARTY shall also be responsible for the insurance of its personnel. The SECOND PARTY shall specifically ensure compliance of various Laws / Acts in force, including but not limited to with the following and their re-enactments / amendments / modifications:-
 - (a) The Payment of Wages Act 1936
 - (b) The Employees Provident Fund Act, 1952
 - (c) The Contract Labour (Regulation) Act, 1970
 - (d) The Payment of Bonus Act, 1965
 - (e) The Payment of Gratuity Act, 1972
 - (f) The Employees State Insurance Act, 1948
 - (g) The Employment of Children Act, 1938
 - (h) The Motor Vehicle Act, 1988
 - (i) Minimum Wages Act, 1948
- (ii). The Second Party shall obtain a license from the Labour Department of the Govt. of India of the region under the Contract Labour (Regulation & Abolition) Act-1970 and shall also have a separate ESI, EPF, Code number and shall be responsible to cover all their employees under ESI and EPF Acts. EPF and ESI will be paid by the First Party along with the first month bill and subsequently the same will be paid on monthly basis along with the bill only if deposit challan along with Electronic Challan Cum Receipt (ECR) issued by the Employees Provident Fund Organisation (EPFO) of the previous month is enclosed along with the bill. Bank transaction details as payment proof to the workers/ESI/EPF should be enclosed. Any liability arising on account of the delay in same will lie solely on the Second Party.
- (iii). The Second Party shall be legally liable and responsible for any contravention of any legal requirement and consequent liability with regard to persons deployed by him in connection with the work assigned to him by the First Party.
- (iv). In the event of the contract not being performed or carried out, the First Party will be at

liberty to terminate this agreement without any notice and/or compensation in lieu thereof.

5. PERFORMANCE SECURITY:

The Second Party will have to deposit a Performance Bank Guarantee (PBG) of **10% of the gross annual contract value as security deposit** in the form of Bank Guarantee in favour of “ Police Foundation for Education, Delhi”. The performance security shall be released only after 60 days of completion of the contract or otherwise and if there is no recoverable from the Second Party. The amount shall be interest free in the form of security deposit for due and complete performance of the terms & conditions of the contract. The said performance bank guarantee shall be valid for the period of contract under the agreement. This security money will be refunded after 60 days of expiry of contract. The First Party shall be entitled to adjust any claim/ penalty/ due amount from the said security deposit. **No exemption is allowed to NSIC/MSME registered agencies.**

6. MISCELLANEOUS:

(i). In case any damage is caused to the property or products of the First Party by the persons engaged by the Second Party under this contract or if any instance of theft takes place owing to the involvement of the persons or otherwise, the Second Party shall reimburse the cost of such damage to the First Party suitably.

(ii). The Second Party shall obtain proper license as required under the law and will be responsible for any violation of rules and regulations governing the same. Soon after, the job is completed; the Second Party shall take all the persons deployed by him from the premises of the First Party.

7. In the case of any dispute the decision of the PFED shall be final and binding on both the parties. All disputes and differences between both the parties shall be settled amicably and between the parties. In case disputes still presents, the same shall be referred to the sole arbitrator so appointed by the General Secretary, PFED (FIRST PARTY) . The provision of the Arbitration and Conciliation Act, 1996 shall apply to the arbitration.

8. All the disputes will be subject to the jurisdiction of Court at New Delhi only.

9. The Second Party shall be responsible for any accident/death during deployment of all the workers by the Second Party at the premises of the First Party or outside the premises for the work of First Party.

All the documents submitted during the process of tendering by the Second Party including the Tender Document issued by the First Party for the purpose, shall be presumed to form the part of the Agreement.

(Company Letterhead of Bidder/Tenderer)

Declaration

I, Son/Daughter/Wife of Shri.....
Director/Partner/Proprietor/Authorised signatory of the Company/Firm/Agency.....
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 to them;

3. The information/ documents furnished for this tender are true and authentic and are to the best of my knowledge and belief. I/ We, am/are aware of the fact that furnishing of any false information/ fabricated documents would lead to rejection of my/our tender at any stage besides any liabilities towards prosecution under the appropriate law.

Date:	Signature of the authorised person with seal
Place:	Full Name
	Seal

AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING PART IN GOVT./PSU/CAB TENDER

(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

I / We Proprietor/ Partner(s)/ Director(s) of M/S _____ hereby declare that the firm/company namely M/S. _____ has not been blacklisted or debarred in the last 10 years/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit in the past or any other Organisation from taking part in such tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/S _____ hereby declare that the firm/company namely M/S. _____ was blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon'ble Court/ no due towards income tax as on the date of the affidavit or any other Organisation from taking part in Government tenders for a period of _____ years w.e.f. ----- . The period is over on----- and now the firm/company is entitled to take part in Government tenders. In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by PFED and EMD/SD shall be forfeited. In addition to the above PFED will not be responsible to pay the bills for any completed/ partially completed work.

Signature

Name.....

Capacity in which assigned:

Name & address of the firm:

Date:

Signature of Bidder with Seal

Work Experience

Work performed as prime contractor (in the same or service of a similar of nature during last 03 financial years and more years.x

(Please use a separate Sheet with duly signed and sealed, if required)

Sl. No.	Name of the organization with complete postal address	School/Institute Central University/ Central Govt. Department /Central Govt. PFED/ Central Govt. Autonomous PFED	Name and Designation of the Contact person with Tel./Mob. No.	Description /Nature of similar work	Contract /WO No. & Date	Value of contract (in Rs.)	No. of persons deployed by the firm	Contract period	Proof attached at Page No.

Note- Attach Authentic Satisfactory Performance Certificate(s) from the Employer.

Date:

Place:

Signature of Authorized signatory with seal

BID SECURITY DECLARATION FORM

(Company Letterhead of Bidder/Tenderer)

To,

**The General Secretary,
Police Foundation for Education, Delhi.**

Ref No.: Tender No.

Dated:

I/We, the undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of 11 months from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Date:

Signature of the authorized person with Seal

Place:

Full Name