

**Tender for
Manpower on Outsourced basis
2019**



**National Board of Examinations
Ansari Nagar, Medical Enclave
New Delhi-110029
(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/HR/2019

dated 22nd July 2019

Invitation for Bids for Empanelment of Manpower Service Provider for Providing Manpower on Outsourced Basis

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 Manpower Service Provider having adequate experience in providing trained Human Resources to Government departments for routine Administrative and Clerical works.

3. The NBE invites Tender Bids under two bid system (Technical & Financial) from HR Agencies (also called the “bidder”) who are in business of providing Human Resources on outsourced basis initially for a period of Three years extendable further on mutual consent.

Crucial Dates:	
Published Date	23rd July 2019
Bid Submission Start Date and Time	23rd July 2019 12:00 pm
Bid Submission End Date and Time	5th August 2019 12:00 pm
Technical Bid Opening Date and Time	5th August 2019 4:00 pm
Financial Bid Opening Date and Time	9th August 2019 2:00 pm
Date for Commencement of Services	1st September 2019

Scope of Work / Services

1. National Board of Examinations requires the services of a reputed, well established and financially sound Manpower Agency registered with appropriate authorities for providing Manpower on Outsourced Basis. The Service Provider shall comply with all relevant statutory norms.
2. These Resources are to be deployed as per the requirement of NBE in its offices located in Delhi NCR. Resources shall function under the control and superintendence of the designated officers of the NBE.
3. The Manpower Agency shall be required to provide the following category of trained and experienced personnel to NBE:
 - a) **Highly Skilled:** Candidate must be a Graduate/ Professionally qualified with a minimum 5 years' experience as Data Entry Operator on Outsourced / Contract basis in any Govt. organization / Private company. Should have good knowledge of MS Word, Excel and English Typing. Should possess Good communication skills. Age should be less than 35 years.
 - b) **Skilled:** Candidate must be a 12th Pass with Diploma and a minimum 1 years' experience as Data Entry Operator on Outsourced / Contract basis in any Govt. organization / Private company. Should have good knowledge of MS Word, Excel and English Typing. Should possess Good communication skills. Age should be less than 30 years.
 - (i) **Drivers:** Candidate must be a 10th pass with minimum 5 years of Driving experience in a Government/Private organization. Must possess a valid Driving License to Drive LMV/LMV(C) vehicles. Age should be less than 30 years.
 - c) **Semi-Skilled:** Candidate must be 10th pass with or without experience. Should be able to read/write in English/Hindi. Age should be less than 30 years.
 - (i) **Maintenance Staff:** Candidate must be ITI with relevant experience in Building Maintenance/Electrical/Civil/Fire/HVAC Systems/AC Systems etc. Age should be less than 40 years.

(ii) **Kitchen Staff:** Candidate must have minimum 5 year experience of working in a Kitchen of a Restaurant with good cooking skills. Age should be less than 30 years.

(iii) **Gardeners:** Candidate must have relevant experience in Horticulture works with good gardening / Horticulture skills. Age should be less than 30 years.

4. As and when required, NBE shall requisition additional resources from the Bidder. Skill sets, educational qualifications, experience and other criterion for such Resources shall be indicated separately.
5. Relaxation in Age, Educational qualifications and Experience vis-a-vis Para 3 above may be granted to deserving persons with the prior approval of NBE.
6. Details of Resources currently working on Outsourced basis is as under:

Sr. No.	Category	No. of Resources
1.	Highly Skilled	69
2.	Skilled (including 5 Drivers)	8
3.	Semi-Skilled (including 3 Maint. Staff & 3 Cooks)	22
4.	Unskilled (including Mali)	6

7. The Bidder shall arrange staff training/ communication skills /soft skills training to their Resources periodically as per NBE protocol.
8. The Bidder shall provide full time HR Support Services desk with telephone and email support for outsourced staff.
9. The Bidder shall provide a dedicated Resource Manager for onsite handling of outsourced staff. The Resource Manager shall carry out visits/inspection of the Resources deployed in NBE on a Weekly basis to ensure efficient discharge of duties by the Outsourced Resources.

- 10.** The Bidder shall maintain Leave, Attendance and other statutory records in respect of each and every outsourced staff deployed at NBE. It is the sole responsibility of HR Agency to maintain Leave and Attendance records of every outsourced personnel deployed by them.
- 11.** Resources deployed by the agency in NBE should not have any adverse record / criminal cases against them. The HR Agency shall verify the authentication of bio-data, Character and Antecedents of the person, Identity proof, Residence proof, Bank details, Certification of Medical fitness before engagement and other relevant details of each Resource.
- 12.** Verification of Credentials, Character & Antecedents of each and every outsourced staff is to be carried out by the HR Agency at their own cost. The report of the same to be submitted to NBE.
- 13.** The Bidder to ensure all eligible employees are provided with ESI card and outsourced staff must be briefed about the benefits and the procedures involved for availing such benefits under ESI scheme.
- 14.** Bidder shall ensure proper and timely remittance of ESI, EPF, LWF and other statutory remittances, returns and compliances. The Agency shall also maintain proper record of the same.
- 15.** Bidder shall provide each and every outsourced staff with an employment letter and proper PVC/Laminated Identity Card of their company before deployment. No person shall be allowed entry in NBE premises without ID Card.
- 16.** Bidder shall provide each and every staff with a code of conduct in writing as well as through trainings and regular briefings.
- 17.** The staff deployed by the Bidder should maintain strict secrecy of all information pertaining to NBE or its stake holders.
- 18.** Replacement:
 - Substitute to be provided immediately in place of staffs that proceed on Long Leave and Resignations.
 - Substitute should be provided within one week, if NBE repatriates the outsourced staff.

- 19.** The Resource deployed by the Bidder should extend courteous service and in no circumstances shall behave unmannerly with the NBE officials and shall maintain the highest standard of ethics during the execution of contract.
- 20.** Bidder 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 Bidder shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable.
- 21.** The Bidder shall disburse the wages to its staff deployed in NBE by 7th of every month through ECS or Cheque. The proof of the same is to be submitted to NBE every month along with the bills.
- 22.** The Bidder shall ensure that any type of fee/joining fee/bond/security/caution money or any other charges shall not be charged from any outsourced resources on or after joining NBE.
- 23.** The Bidder shall share the complete escalation matrix and shall designate SPOC (Single Point of Contact) to NBE.

Eligibility Criteria

- 1. Legally 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. The self-attested copies to be enclosed.
- 3. Location:** Bidder should 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. 4 Crore**, specifically in the business of Manpower outsourcing during last 3 Financial Years. A Certificate in this regard is to be submitted, duly certified by the Chartered Accountant(CA).
- 5. Experience of Similar Work:** Bidder should have an experience of:
 - (i) At least **5** years in relevant field and must be doing such services for Govt. Sector/PSUs/ Reputed Company.
 - (ii) Must have executed **2** contracts and have a running single work order/contract value more than **Rs. 4 Crores** annually, 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)
- 7.** 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 on Technical grounds and shall not be considered further for evaluation of Bids.

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 anon-judicial Stamp Paper of Rs. 100/- and furnish a Performance Bank Guarantee/Security Deposit of requisite amount within 7 days from the date of issuance of 'Notice of Award of Contract'. 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 Outsourced staff

1. Wages of resources provided by the Bidder shall be in accordance to the rates specified by NBE for each individual Resource. However, should not be less than the rates and norms notified by the Government and amended from time to time.
2. Employer share of ESI and EPF shall be paid by the NBE, in respect of eligible resources at prevailing rates, upto ceiling limit only.
3. Employee share of ESI and EPF is to be deducted from the wages of the outsourced staff as per norms.
4. Bidder to arrange **Workmen Compensation Policy** coverage for employees not covered under ESI, at no extra cost to NBE.
5. The Bidder shall furnish to NBE every month, details of Statutory Remittances & Payments made to the Outsourced personnel. No cost directly or indirectly to be charged from the Resources deployed 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 Bidder shall perform the service in the increased/decreased quantity at the same contracted rates on prorate basis, within the time stipulated.

V. Subletting of the Contract

No part of the Contract shall be sub-let or assigned to any third party 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 Bidder from any liability or any obligation under the contract.

VI. 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 the Assignment Instructions, Schedules and other subsequent Agreements) and/or information of the NBE. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of NBE's information.
2. If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to 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 the laws applicable.
2. The bidder shall abide by and comply with all the relevant laws and statutory requirements covered under various laws such as Contract Labour(Regulation & Abolition) Act., Minimum Wages Act., E.P.F., E.S.I., 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 shall submit the proof of deposition of contributions towards all applicable statutory liabilities like, E.P.F., E.S.I., L.W.F., etc.in respect of resources, every month along with their bills.

X. Labour Law Compliances

1. The engagement and employment of manpower and payment of wages to them as per existing provisions of Labour Laws and regulations and other relevant and Applicable Rules, is the sole responsibility of the Manpower Agency (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 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 by the Bidder.
 - (b) It is mandatory to disburse Wages through bank/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. 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.
5. Contractor shall submit periodical returns as may be specified under laws from time to time.
6. 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, HR 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. HR Agency shall not act or attempt or represent itself as an agent of NBE. Neither HR 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 mater and servant relationship between NBE and employees of HR Agency. Under no circumstances Bidder'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 Bidder 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 Bidder.
2. Quantum of liquidated damages assessed and levied by the NBE shall be final and not challengeable by the Bidder.
3. The losses to the NBE which are directly attributable to the Bidder shall be deducted from the bills /adjusted from the performance guarantee.

XIII. 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.
2. In exceptional cases, NBE may seek extension of the bid validity period, where the process could not be completed for any reason.

XIV. Contract Duration

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

XV. 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 contract by serving atleast Three months' notice.
3. On termination of contract, the Bidder shall take necessary steps to withdraw all employees 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) Contractor does not provide Services satisfactorily as per the requirements of NBE and/or as per Schedule of Requirements.
 - (b) Contractor goes bankrupt and becomes insolvent.
 - (c) In case of breach of any of the Terms and Conditions of Contract, the Competent Authority in NBE shall have absolute rights to cancel Contract without assigning any reason thereof.
 - (d) In such an event, nothing shall be payable to the Contractor and the Security Deposit/Performance Bank Guarantee made by the contractor shall be Forfeited.

XVI. Cancellation

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 vendor to terminate the work / task in whole or in part as per the terms and conditions specified in the contract.

XVII. Completion Certificate

Completion Certificate shall be issued only after completion of contract, provided no dues are pending in all respects as per the terms & conditions of the tender and the contract has been completed to the entire satisfaction of the NBE.

XVIII. Disclaimer

Family Members of NBE Employees or their relatives are prohibited from participating 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.
2. 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.
3. **Judicial jurisdiction** shall within New Delhi only.

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

1. 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.
2. Bidder shall examine the Tender documents thoroughly in all respect.
3. Any failure by Bidder to comply with the aforesaid 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. The correspondence between the Bidder & NBE will be in English language only.

V. Earnest Money Deposit

1. All Bids must be accompanied by Earnest Money for an amount of **Rs.10,00,000/-**(Rupees Ten Lakhs 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. Successful bidder's EMD will be released subject to the 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 Contract' 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. Schedule of Rates shall be read in conjunction with all other sections of Tender documents.
2. Rates quoted by the bidder shall remain firm and fixed for the entire period of contract, unless stated otherwise.
3. Bidder is required to quote strictly as per prescribed format, based on description of work in the tender documents. In the event of any variation/ modification in format/tender description is noticed, the bid will be 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, excluding all taxes.
5. Bidder shall quote rates both in figures as well as in words.
6. Taxes will be paid extra, as applicable.

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 Bids 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.
5. 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 Bid System (Two Envelope System) shall be followed by NBE to determine the successful bidder. The firm (bidder) should bifurcate their bids in two separate envelopes, (with appropriate superscriptions), and submit the same in one sealed envelope as indicated below:

- 1) **Envelope I:** The First Envelop, called the **Technical Bid**, should contain the DD towards EMD, the Eligibility/ Technical Details, Xerox copies of documents sought in the tender, Performance Aspects and Commercial Terms and Conditions (except Price/Quotation).
- 2) **Envelope II:** In the Second Envelop, called the **Financial Bid**, the bidder should submit their Price Quotation/Financial Details.
- 3) **Master Envelope:** Envelopes I and II should be sealed separately and shall be put inside an outer cover and superscribed as “**Tender for Empanelment of Manpower Service Provider**”. The tenders must be addressed to the Honorary Executive Director, National Board of Examinations.
- 4) Interested bidders may submit their Sealed Bids by **12 noon of 5th August, 2019 (Last Date)**, in a tender box kept at following address:

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

- 5) The Envelopes containing the **Technical Bid** shall be opened on the same day at 4 pm at the NBE office, Dwarka at the following address:

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

- 6) Technical Bids shall be scrutinised and evaluated by NBE's Technical 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, **Financial Bids** of only Technically Compliant offers (as decided in the first instance above) shall be opened at NBE Dwarka Office at **2pm of the 9th August 2019**, for further scrutiny, evaluation, ranking and placement of contract. Unsigned or unstamped tender shall not be accepted.
- 9) The bidder shall attach the copy of the Authorization Letter / Power of Attorney as the proof of authorization for signing on behalf of Bidder.
- 10) 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.
- 11) Any Bid received by NBE after the last date of submission of Bids shall be summarily rejected and returned unopened to the Bidder.
- 12) 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) **Financial Evaluation**

- (i) Only the Technically qualified bidders shall be invited during opening of Financial Bids and subsequently Financial Evaluation shall be carried out.
- (ii) If any arithmetic discrepancy is found in the commercial bid then actual price will be derived based on the unit price quoted & taxes thereon.
- (iii) If there is any difference between price quoted in figures and words then lowest among these shall be considered.
- (iv) Initial evaluation / comparison will be done on the basis of % rates quoted in the Financial Bid.

3) **Evaluation of Bids:**

- (i) NBE shall follow two Bid System where Technical Bids and Financial Bids shall be evaluated and marked separately.
- (ii) Evaluation shall be with weightage with 60% for Technical Evaluation and 40% to Financial Evaluation.
- (iii) During technical evaluation stage, each bidder shall be assigned marks out of 100, as per the criteria specified below:

Number of years in Operations		Max 25 Marks
(a)	Less than 2 years	00 Marks
(b)	2-4years	10 Marks
(c)	5-9years	15 Marks
(d)	10 years and above	25 Marks
Turnover (Last 3 Financial Years)		Max 25 Marks
(a)	Less than Rs 4 crore	00 Marks
(b)	Rs 4-7 crore	10 Marks
(c)	Rs 8-9 crore	15 Marks
(d)	Rs 10 crores and above	25 Marks
Number of Manpower on roll		Max 25 Marks
(a)	Less than 100	05 Marks
(b)	101-500	10 Marks
(c)	501-800	15 Marks
(d)	801and above	25 Marks
Quality Certifications		Max 25 Marks
(a)	No Certifications	Nil
(b)	ISO 9001 /14001/OHSAS 18001	25 Marks

- (iv) A bidder should secure mandatorily a minimum of 60% marks (i.e. 60 out of 100) during Technical Evaluation in order to qualify for opening of Financial Bids.
- (v) Marks obtained by a bidder in the Technical Bid shall be allocated 60% of Technical Weightage and Financial Bid shall be allocated 40% Financial Weightage, thereby making total 100%.
- (vi) Bidder who secures Maximum Marks during the process will be awarded the 'Notice of Award of Contract'.

X. Clarification during Technical Bid Evaluation

- 1) 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, NBE at its discretion, may ask any Bidder for clarification(s) of their Bid.
- 2) In the event, Bidder fails to provide clarifications sought by NBE, by Stipulated time asset in NBE's request for clarification, the Bid may be decided based on documents available, without any further intimation to the Bidder.

XI. Determination of Responsiveness

- 1) Prior to 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.
- 5) Conditional Bids shall be rejected without assigning any reason.

XII. Unsolicited Post Bidding Modifications

- 1) Bidders are advised to quote strictly as per terms and conditions of the Tender document and not to stipulate any deviations / exceptions.
- 2) Once quoted, the Bidder shall not be allowed any changes. Any proposal for price change is likely to render the Bid liable for rejection. However, during finalization of contract, NBE reserves the right to negotiate with the successful bidder.

XIII. Blacklisting

- 1) Company/Firm blacklisted by any Government/PSU/Corporate organization is not eligible to participate in this tender 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) and withheld Security Deposit/EMD.
- 3) Bidders to submit an Undertaking on their letter head, that their company/firm is not blacklisted by any Government/PSU/Corporate organization.

XIV. Other Instructions:

- 1) At any time prior to the last date of submission of bids, NBE may modify the tender document without assigning any reasons.
- 2) Any modifications in tender document or reply to queries shall be hosted only on ww.natboard.edu.in
- 3) NBE at its discretion may extend the last date for the receipt of Bids.
- 4) 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.

Technical Bid Form
Bidder's Particulars

Sr. No	Particulars	Details		
1	Name of the Bidder Firm			
2	Address of the Bidder Firm			
	Telephone No. / Fax No.			
	E-Mail Address:			
3	Name and Designation of Authorized Signatory			
4	Name & address of the officer to whom all references shall be made regarding this tender			
	Telephone / Fax / Mobile			
5	Type of Firm (Proprietorship/ Partnership/Company)			
6	Details of Earnest Money Deposit of Rs 10,00,000/-	DD No _____ Dated _____	Drawn on (Bank) _____	
7	Registration Details (Attach relevant documents):			
	Document Type	Registration No. & Date	Attached	
			Yes	No
	a) Company Registration No.			
	b) EPF Registration Number			
	c) ESIC Registration (Delhi)			
	d) Labour Licence Number			
e) PAN Number				
f) GSTIN				
8	Quality Certification Details			
9	Annual Turn-over for the last three Financial years	Income (In INR)	Expenditure (In INR)	Turnover (In INR)
	a) F.Y. 2015-16*			
	b) F.Y. 2016-17*			
	c) F.Y. 2017-18*			
10	Total Manpower on Roll \$			

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

\$ Attach EPF ECR Statement for the month of Jun-19 as a proof of Manpower Count.

Sr. No	Particulars	Details				
		Yes	No			
11	Does the bidder have 5 years of relevant experience in the field and doing such services for Govt. Sector/PSUs/ Reputed Company?					
	Whether have executed 2 numbers of similar contracts in each of the last 3 Financial Years?					
	Whether has a running single work order/contract value of more than Rs. 4 Crores annually, in each of the last 3 financial years?					
	Whether self-attested documents (work orders/ completion certificates) in support of above, is enclosed?					
12	Whether Full-time HR Support Services Desk available?					
	Whether Facilities for staff training/ communication skill/soft skill training available?					
	Whether provision of a dedicated HR Manager for onsite handling of outsourced staff on part-time basis (6-8 Hrs per week) available?					
	Whether Company Profile/Brochure enclosed?					
13	Work Experience: (Attach certificates / Supporting Documents of performance issued by previous / current clients)					
	Name & Address of the Organization	Value of Contract	Category of Manpower	No. of Resources Deployed	Contract Duration	Documents Enclosed (Yes/No)

Signature with Seal of Bidder

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____

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 Appointment of Manpower Agency**Bidder Name _____
Bidder Address _____

I/We on behalf of M/ssubmit the Financial Bid for **providing Manpower on Outsourced basis** 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) Administrative Service Charges to be quoted as percentage, upto 2 Decimal places only.
- (ii) It shall be presumed that the bidder shall be liable to make payments to the Resources as per the statutory rules and bidder shall claim the same from the Board as per the terms and conditions of the contract.
- (iii) The Quote should include provision for coverage for Workmen Compensation Policy to such Resources not covered under ESI.
- (iv) Quoted rates should be excluding GST, the same will be payable as per prevailing rates, as per norms.
- (v) Quoted rates should be free from pre-conditions regarding payments, etc, otherwise offers are liable to be rejected. Conditional offers will not be accepted.

(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) No deduction except statutory deductions is to be made from the wages of outsourced staff. The payment to the outsourced staff will be made by the bidder by way of ECS / Account payee cheque only.

(Signature with Seal of Bidder)

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____

DECLARATION

(On Company Letter Head)

(Date)

To:

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

Ref: **Tender for Appointment of HR Agency**

Dear Sir,

In response to the **Tender for Appointment of HR 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

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____

DECLARATION

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

Name of the Bidder : _____

Company Name : _____

(With Full Address) : _____

Date : _____

Place : _____

ANNEXURE-V

Check-List			
Sr. No.	Document Name	Attached?	Page Number
1	Demand Draft towards EMD		
2	Signed and Stamped copy of Tender Document		
3	Declarations as per Annexure III and IV		
4	Affidavit stating that Service Provider is / has not been blacklisted by any Govt./PSU/ Corporate 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 Financial Years		
15	Turnover Certificate from Chartered Accountant		
16	Certificates / Supporting Documents of Satisfactory performance from the concerned Organizations		
17	Other Documents sought in the Tender Documents.		