

**Tender No. A-23/1/C&S/2017-18/Trg./ 3490**  
**CENTRAL BUREAU OF INVESTIGATION ACADEMY**  
**Kamla Nehru Nagar, Hapur Road, Ghaziabad- 201002**  
**E.mail [sprtgacd@cbi.gov.in](mailto:sprtgacd@cbi.gov.in)**  
**Website : [www.cbi.gov.in](http://www.cbi.gov.in) and [www.cbiacademy.gov.in](http://www.cbiacademy.gov.in)**  
**<http://eprocure.gov.in/eprocure/app>**  
**Phone No. 0120-2782985, 86, 87, 88**  
**Fax- 0120-2755999**

**Dated : 10/10/2017**

**TENDER NOTICE**

**Subject:- Invitation of electronic-Bids for outsourcing the work of Cleaning and Sweeping Services of CBI Academy Complex, Ghaziabad.**

This office is interested in having a contractual arrangement with a suitable companies/ firms/ agencies for providing Cleaning and Sweeping Service for CBI Academy Campus, Kamla Nehru Nagar, Hapur Road, Ghaziabad (UP) from reputed companies/ firms/ agencies in the field of providing House Keeping Services.

2. E-tenders on behalf of the President of India, are invited under **Two Bid System i.e Technical Bid and Financial Bid** from reputed, experienced and financially sound companies/ firms/ agencies for providing Cleaning and Sweeping Services of 25 (Twenty Five) unskilled personnel alongwith cleaning & sweeping material/ equipments to CBI Academy, Ghaziabad for a period of **one year**, from date of award of contract, which is extendable as per requirement.

3. **NIT (Notice Inviting Tender) can be downloaded from the website of Central Public Procurement Portal (<https://eprocure.gov.in/cppp/>) and [www.cbi.gov.in](http://www.cbi.gov.in), [www.cbiacademy.gov.in](http://www.cbiacademy.gov.in).**

4. The interested companies/ firms/ agencies may submit through e-tender and hardcopy also of the tender documents complete in all respects along with cost of Tender document Rs. 500/- (Non-refundable) in a separate cover and Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees Two Lakh) before the date & time of online submission of bids and other requisite documents for their technical bids as listed in para 8 of Scope of work and general instructions for tenders". **Hard copies of Technical Bid along with Tender Cost and EMD should also be submitted in duly sealed envelope to the office of Supdt. of Police(T), CBI Academy, Kamla Nehru Nagar, Ghaziabad by 04.00 p.m. on 02/11/2017. These hard copies will be used only in those cases where e-tenders have been received and only to verify the documents uploaded by the firm in their e-tenders. Financial bids of e-tenders will only be considered. Hard copies of financial bids are not required to be submitted.**


5. **Technical Bids will be considered valid only in those cases where Pre-Qualification criteria is fulfilled. Bids where Pre Qualification Criteria is not fulfilled will be considered irresponsive bids and those bids will not be considered for further evaluation. Financial bids will be evaluated only in case of those bidders whose technical bids are found qualified. The last date and time for receipt of e-tenders as per time scheduled and hardcopy of technical bid along with EMD is 04.00 p.m. on 02/11/2017. No Tender shall be entertained after this deadline under any circumstances whatsoever. The Technical Bid of**



tenders will be opened at 1130 a.m. on 03 /11 /2017 and Financial Bid of tenders will be opened at 1100 a.m. on 10/11/2017.

6. This Office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Central Bureau of Investigation Academy, Ghaziabad in this regard shall be final and binding on all.

**Encl.: As above**

  
Supdt. of Police (T)  
CBI Academy, Ghaziabad

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDRERS

1. The CBI Academy, Kamla Nehru Nagar, Hapur Road, Ghaziabad, U.P. - 201002 requires reputed, well established and financially sound companies/ firms/ agencies to provide Cleaning and Sweeping Service.
2. The contract will be for a period of one year from the date of award of contract. The period of contract may be further extended for another year.
3. The CBI Academy, Ghaziabad has requirement for services of 25 (Twenty Five) unskilled personnels, who are conversant with the cleaning & sweeping work.
4. The various crucial dates relating to "Tender for Providing Cleaning and Sweeping Service to CBI Academy, Ghaziabad" are cited as under:-
  - (a) Last date and time for submission of Quotation (Technical & Financial, on Central Public Procurement Portal) : 02/11/2017 BY 1100 AM
  - (b) Date and time for opening of Technical Bids : 03/11/2017 AT 1130 AM
  - (c) Date and time for opening of Financial Bids : 10/11/2017 AT 1100 AM
5. The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested companies/ firms/ agencies are required to submit the **two separate bids online on the website** of Central Public Procurement Portal:-
  - (i) "Technical Bids for providing Cleaning and Sweeping Service to CBI Academy, Ghaziabad" &
  - (ii) "Financial Bid for providing Cleaning and Sweeping Service to CBI Academy, Ghaziabad".
6. The Cost of Tender document Rs. 500/- (Non-refundable) and Earnest Money Deposit (EMD) of Rs.2,00,000/- (Rupees two lakh), refundable (without interest) should be submitted along with the Technical Bid of the companies/ firms/ agencies in the form of Demand Draft/Pay Order of any Nationalized bank drawn in the favour of Supdt. of Police (T), CBI Academy, Ghaziabad, failing which the tender shall be rejected summarily.
7. The successful tenderer will have to deposit Performance Security Deposit @ 10% of total contract value, in the form of Fixed Deposit Receipt (FDR) made in the name of the companies/ firms/ agencies but hypothecated to the Supdt. of Police (T), CBI Academy, Ghaziabad within 30 days of award of contract. The FDR will have to be accordingly renewed by the successful tenderer.
8. The tendering companies/ firms/ agencies are required to upload the scanned copies of the following documents on the website of Central Public Procurement Portal along with the Technical Bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further:-
  - (i) Copy of cost of Tender document and EMD document.
  - (ii) Copy of ESI Code number.
  - (iii) Copy of PAN number/GIR card.
  - (iv) Copy of Registration number & registration certificate issued by Government Agency.
  - (v) Copy of GST registration certificate.
  - (vi) Copy of work experience certificate.
  - (vii) Proof of annual turnover of the firm for the last 3 financial years duly certified by Chartered Accountant.

9. Conditional bids shall not be considered and will be **out rightly** rejected in the very first instance.
10. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, corrections, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
11. The Technical Bid of tenders shall be opened at 1130 A.M. on 03/11/2017 and Financial Bids shall be opened on the schedule date and time (1100 A.M. on 10/11/2017).
12. The Contract Agreement shall be construed as per India Laws and Ghaziabad Courts will have jurisdiction to settle any dispute arising out of Contract.
13. The competent Authority of the Central Bureau of Investigation Academy reserves the right to cancel any or all the bids without assigning any reason.
14. The firm/contractor shall comply with all Labour Laws, Rules and Acts in relation to its employees and ensure payment of minimum wages to the personnel engaged on outsourcing basis as per the notifications issued by Govt. of Uttar Pradesh from time to time in compliance with the provisions of Minimum Wages Act and the Contract Labour (Regulation & Abolition) Act, 1970.
15. The persons supplied by the agency will be screened by way of skill test by the office.
16. The services provider shall ensure that the persons supplied fulfill the requirement as per **Annexure-I**.
17. The persons deployed shall not claim any benefit/compensation/absorption/regularization of services in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
18. The Bids submitted by all bidders should be valid for at least for a minimum period of 120 (One Hundred Twenty) days from the date of opening of Financial Bids.
19. CBI reserves the right to obtain feed back from the previous/present clients of the Tenderer and also depute its team(s) to inspect the site(s) at present contract(s) for on-the-spot first hand information regarding the quality of House Keeping services provided by the Tenderer. The decision of the CBI in this regard will be final and binding on all bidders.
20. The successful bidder will have to enter into a Contract Agreement with CBI within 7 (Seven) Days of issue of Letter of Award on Non-Judicial Stamp Paper of Rs.100/- (One Hundred) before commencement of the work of Cleaning and Sweeping, failing which CBI shall terminate the contract and forfeit the Earnest Money Deposit(EMD). **The specimen of agreement will be provided alongwith Letter of Award.**



## ABOUT THE ORGANIZATION

Over the years, the Central Bureau of Investigation (CBI) has emerged the premier investigation agency of the Government of India. It enjoys the trust and credibility of the Parliament, Judiciary and the common man. In the last fifty years, the organization has evolved from an Anti-Corruption Agency to a Multi-disciplinary professional body. CBI mainly deals the corruption cases but other offences e.g. Conventional Crimes, National Security, National Economy having National and International ramifications which are being entrusted to this organization by the Central and State Governments as well as the Constitutional Courts.

CBI has a dedicated Training Institute alongwith Hostel for the trainees and Residential Complex spread over in 26.66 Acre of land. In order to provide proper Cleaning and Sweeping services of the entire Academy Campus, CBI is in need of outsourcing of services of 25 unskilled personnel alongwith cleaning/sweeping material and equipments from the reputed companies/ firms/ agencies .



**TECHNICAL REQUIREMENTS FOR CLEANING AND SWEEPING SERVICES TO BE DEPLOYED BY THE SUCCESSFUL COMPANY/ FIRM/ AGENCY IN THE CENTRAL BUREAU OF INVESTIGATION, ACADEMY, WITH PROPER DOCUMENTARY PROOF**

1. He/She should be of sound health.
2. He/She should be conversant with the Cleaning & Sweeping work .
3. Good communication in Hindi.
4. He/She should submit Character certificates from one Gazetted officers of the Central Government/State Government.
5. His/her antecedents should have been got verified by the agency from the local police authorities.

**DUTIES& RESPONSIBILITIES OF PERSONNELS**

1. Cleaning, Sweeping & Dusting of Office premises.
2. The contract will be entrusted on the basis of all inclusive provision of manpower, with cleaning material. The list of item of material, together with quantity to be utilized in a month and the brand may be enclosed with the quotations.
3. The Contractor must ensure that the entire assigned area for cleaning of toilets, corridors and staircase are kept in perfect state of cleanliness at all times to the total satisfaction of the CBI Academy.
4. The toilets will be cleaned at least 2 (two) times in a day, i.e. 8.00 A.M. and 2.00 P.M. The initial cleaning of the toilets should be completed by 8.30 A.M. on all working days. The corridors and stairs got cleaned twice a day initially by 8.30 A.M. and second by 2.30 P.M. on all working days.
5. The contractor shall arrange heavy duty scrubbing machines with hoppers for scrubbing of floors which will be done on every Saturday and, if necessary, on working days after office hours.
6. The Contractor should ensure that appropriate type of cleaning material for cleaning of tiles, floors surface etc. are used for cleaning. Any damage caused to the property of the CBI Academy due to negligence and or use of substandard material on the part of the contractor's men will be liable to be compensated by Contractor.
7. Any other work assigned by the office from time to time

**PRE QUALIFICATION CRITERIA**

- i) Average minimum turnover in last 3 Financial Years should not be less than Rs. 40 Lakh (Balance Sheet of last 3 Financial years duly certified by CA may be submitted).
- ii) Proof of working with Ministries/Government offices/ organizations/ reputed Private Companies/Public Sector Companies/Banks etc, for three years and the number of persons deployed by the agency each year in the last 3 years.



**TECHNICAL REQUIREMENTS FOR THE TENDERING  
COMPANY/ FIRM/ AGENCY**

The tendering Company/Firm/Agency should fulfill the following technical specifications and upload/furnish attested copies of documents evidencing compliance with these specifications:-

- (a) The Registered Office or one of the Branch Offices of the Company/ Firm/ Agency should be located either in Ghaziabad/Delhi/ New Delhi or NCR region of Delhi.
  - (b) The Company/ Firm/ Agency should be registered with the appropriate registration authority.
  - (c) The Company/ Firm/ Agency should have at least three years experience in providing manpower to reputed Private Companies/Public Sector Companies/Banks and Government Office etc, proof of which should be enclosed with the technical bid.
  - (d) The Company/ Firm/ Agency should be registered with GSTIN with Govt. Authority.
  - (e) The Company/ Firm/ Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
  - (f) Copy of PAN card/IT return.
  - (g) Certificate of annual return from Chartered Accountant.
2. Self Attested copies of the documents indicating compliance with the above specifications/requirements should be uploaded along with the Technical bids.



**APPLICATION-TECHNICAL BID**

**For providing Cleaning & Sweeping Services.**

1. Name of Tendering Company/Firm/Agency:  
(Attach certificate of registration)
  
2. Name of proprietor/Director of Company/Firm/Agency:
  
3. Full Address of Regd. Office:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
4. Full address of Operating Branch:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone No.: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_
  
5. (a) Details of EMD  
(1) Amount: \_\_\_\_\_  
(2) Draft No.: \_\_\_\_\_  
(3) Date: \_\_\_\_\_  
(4) Issuing Bank: \_\_\_\_\_  
(b) Banker of Company/Firm/Agency:  
(Full Address) \_\_\_\_\_  
(Attach certified copy of statement of A/c  
for the last three years)  
(c) Telephone Number of Banker: \_\_\_\_\_
  
6. PAN/GIR No.  
(Upload self attested copy) \_\_\_\_\_
  
7. Service Tax Registration No.  
(Upload self attested copy) \_\_\_\_\_
  
8. E.P.F Registration Number  
(Upload self attested copy) \_\_\_\_\_





9. E.S.I Registration Number  
(Upload self attested copy) \_\_\_\_\_
10. Financial turnover of the tendering Company/Firm/Agency for the last three Financial years with documentary proof thereof. (Attach separate sheet if space provided is insufficient.)

Financial Year	Amount (Rs. in Lakh)	Remarks, if any
2013-14		
2014-15		
2015-16		

11. Give details of work experience/major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format (copy to be enclosed)

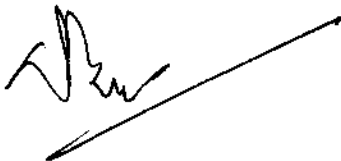
S.No.	Details of client alongwith address, telephone and Fax Numbers	Amount value of Contract (Rs. in Lakh)	Duration of Contract	
			From	To

(If the space provided is insufficient, a separate sheet may be attached.)

12. Additional information, if any:  
(Attach separate sheet, if required)

Date:  
Place:

Signature of authorized person  
Full Name:  
Seal:



**DECLARATION**

( On a Non-Judicial Stamp paper of Rs.100/- duly notarized by Notary Public.)

1. I/We, \_\_\_\_\_ son/daughter/wife of Shri. \_\_\_\_\_ signatory of the agency/ firm mentioned above, am competent to sign this declaration and execute this tender document:
2. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
3. My/Our agency has not been **blacklisted or debarred** from participating in tender of any Ministry/Office of Government of India and Government of India undertaking/ autonomous bodies/institutions in the last Three years.
4. That I/We has/have quoted rates in accordance with the Minimum Wages Act. 1948 as applicable in the **Uttar Pradesh**.
5. The information/documents furnished alongwith 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.:

**Date:**

**Place:**

**Signature of authorized person(s)**

**Full Name:**

**Seal:**



## APPLICATION – FINANCIAL BID

**For providing cleaning & sweeping service to CBI Academy, Ghaziabad.**

1. Name of tendering Company/ Firm/ Agency \_\_\_\_\_
2. Details of Earnest Money Deposit: Rs.2,00,000/- (Rupees Two Lakh) DD/PO No. \_\_\_\_\_ & Date \_\_\_\_\_
3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the Uttar Pradesh. The firm will have to furnish an Affidavit that it is complying with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities.
4. Rate per person/ per month for one personnel (8 hours excluding ½ hour lunch) is Rs. \_\_\_\_\_ (inclusive of minimum wages plus all statutory payments such as EPF, ESI, GST and Administrative / Service Charges) with following break-up:

S.No.	Component of Rate	Amount in Rs. per person/ per month	Monthly Charges in r/o 25 persons	Yearly charges in r/o 25 persons
i)	Monthly rate per person (in accordance with Minimum Wage Act, 1948)			
ii)	Employee Provident Fund (as per Govt. norms)			
iii)	Employee State Insurance (as per Govt. norms)			
iv)	Contractors Administrative / Service Charges/ Any other charge (Please indicate)			
V	GST (as per Govt. norms)			
	<b>Total (Column i to v)</b>			

**Supply/using of consumable items.**

**An indicative list of consumables, Non consumables and cleaning machinery**

**Indicative list of consumables/month**

List of Materials	Quantity
Table Duster (White)	48
Table Duster (Yellow)	48
Table Duster (Chequered)	48
Naphthalene balls (kg)	16
Handwash 500 ml	5
Chemical for floor cleaning (5 ltr can)	5
Hard surface cleaner (5 Ltr Can)	7
Furniture Maintenance (5 Ltr Can)	3
Air Freshner (5 Ltr Can)	2
Toiler Bowl Cleaner (5 Ltr Can)	16
Polish for stainless steel surface (5 Ltr Can)	3



Bathroom Air freshner Blocks	48
Room Spray	24
Washing Powder (Kg)	20
Liquid hand Wash (Ltr)	50
Bath Soap (Small)	50
Mosquito Repellent	8
Toilet Cleaner (Ltrs)	50

**Indicative list of cleaning machinery**

Machineries	Quantity
Scrubbing Machine	2
Wet Mopping/Hand Held electrically operated	2
High pressure water jet	2
Vacuum Cleaner/ wet & dry	2

**Indicative list of Non consumables/annum**

Items	Quantity
Broom (Hard)	24
Broom (Soft)	32
Mop Dry	16
Mop Wet	16
Bucket	16
Dust Collectors	16

5. The bidder shall justify their quoted price against Sl. No.4(iv) above in clear terms to substantiate the reasonableness of the same. Any unreasonable price in this regard is liable for rejection by the CBI Academy, Ghaziabad.
6. The bidders shall furnish an undertaking (Annexure II) to the effect that they should unconditionally comply with all the terms and conditions of the RFP and without this undertaking their bids will be considered invalid.
7. The bidder shall quote monthly wages rate per personnel, which shall not be less than the minimum wages prescribed by the Govt. of Uttar Pradesh under Minimum Wages Act, 1948.
8. **This office shall make payment only on the minimum wages prescribed by the Govt. of Uttar Pradesh under Minimum Wages Act, 1948 and the statutory contributions on workers' wages to the bidder even if the bidder quotes higher wages than the minimum wages prescribed by the Govt. of Uttar Pradesh under Minimum Wages Act, 1948.**
9. The financial bid will be evaluated and L1 will be decided on the basis of the firm's Administrative / Service Charges for personnel per month" quoted by the firm.
10. Complementary service by any firm is not acceptable. If any firm quotes the Administrative Service Charges as Zero/ Nil, it shall be treated as an invalid quote and shall

result in summarily rejection of the financial bid even though the firm is otherwise technically qualified.

11. The Administrative Service Charges per worker per month quoted by the firm in the financial bid shall be commensurate with the administrative and supervisory efforts required for executing the contract.

12. The Office shall correct (increase or decrease) the ratio of statutory payments on minimum wages if there is variation found in the rates quoted by the bidder and those notified by the Uttar Pradesh Govt.

13. I/ we accept all the terms and conditions of the E-tender Notice No. \_\_\_\_\_ dated \_\_\_\_\_

**Signature of authorized person**

**Full Name:**

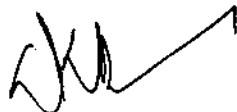
**Seal**

**Date:**

**Place:**

**Note:-**

The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.



## TERMS AND CONDITIONS OF CONTRACT

### GENERAL

1. The contract may be extended, on the same terms and conditions or with some addition/ deletion/ modification, for a further specific period mutually agreed upon by the successful service providing Company/ Firm/ Agency and CBI Academy, Ghaziabad.
2. The contracting Company/ Firm/ Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.
3. The office, at present, is in requirement of manpower on urgent basis. The requirement of the office may increase or decrease during the period of initial contract also and the tenderer would have to provide additional manpower, if required on the same terms and conditions.
4. The tenderer will be bound by the details furnished by him/ her to this Office, while submitting the tender or at subsequent stage. In case, any document furnished by him/ her is found to be false at any stage, it would be deemed to be a breach of terms of Contract making him/ her liable for legal action besides termination of contract.
5. The CBI Academy, Ghaziabad reserves the right to terminate the contract at any moment of time also after giving seven days notice to the contracting agency in case of breach of terms of contract.
6. Duly authorized representative of Bidders will be allowed to participate in the bidding process on the production of authorization letter.
7. Service provider will pay the prescribed wages to the persons deployed in this office through ECS in their individual bank accounts opened at any Scheduled Commercial Bank.
8. Whenever minimum wage is revised by the Government of Uttar Pradesh, the rate in the contract and the consequential statutory payments shall get revised keeping the Contractor's Administrative/ Service/ Contractor or any other liability charges unchanged.
9. The successful bidder should submit documentary proof of payment of minimum wages, ESI, EPF etc. every month. The office shall verify the actual payment of statutory payments and if not satisfied shall withhold the payments due to the service provider in addition to other legal action.

### LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

10. The CBI Academy is a Central Government Office and has five days working (i.e. Monday to Friday) in a week from 9.30 to 6.00 PM with a lunch break of ½ hrs. from 1.30 PM to 2.00 PM. Besides this the CBI Academy observes the Gazzetted holidays notified by the Government of India from time to time. The persons may be required to work from Monday to Saturday. However, they may be required to attend the office as and when required on Sunday/Gazetted holiday (on prior intimation) for which He/she will not be paid any additional wages. The persons deployed shall be required to report for duty at 8.00 AM to the Incharge House Keeping, CBI Academy, Ghaziabad and would not leave office before 4.30 PM. In case, person deployed is absent on a particular day or come late/leaves early on three occasions, one-day wages shall be deducted.



11. The successful contracting Company/ Firm/ Agency shall furnish the following documents in respect of the individual worker who will be deployed by it in this office before the commencement of work.
  - a. List of persons deployed
  - b. Bio-data of the persons
  - c. Character certificate from any Gazetted officers of the Central/ State Government.
  - d. Certificate of verification of antecedents of persons by local police authority.
12. In case the persons employed by the successful Company/ Firm/ Agency commits any act of omission/ Commission which amounts to misconduct/ indiscipline/ incompetence, the successful Company/ Firm/ Agency will be liable to take appropriate disciplinary/ legal action against such persons, including their removal from site of work, if required by the office.
13. The tendering Company/ Firm/ Agency shall replace immediately any of its personnel who are found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of this office.
14. The tendering Company/ Firm/ Agency shall not replace any of its personnel without consent from this office.
15. It will be the responsibility of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liability in this regard.
16. For all intents and purpose the service providing agency shall be the "Employer within the meaning of different Labour Legislations in respect of personnel so deployed in the office. The persons deployed by the agency in the office shall not have any claims of Master and Servant relationship not have any principal and agent relationship with or against the CBI Academy, Ghaziabad. They shall in no case be entitled for claiming regularization/ employment in the CBI Academy, Ghaziabad on the basis of having rendered services through the contractor.
17. The agency shall depute a Coordinator who would be responsible for immediate interaction with the CBI Academy, Ghaziabad, so that optimal services of the persons deployed by the Agency could be availed without any disruption.
18. The Service- providing Agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. This office shall in no way be responsible for settlement of such issues whatsoever.
19. This office shall not be responsible for any damages losses, claims, financial or injury to any other person deployed by service providing agency in the course of their performing the functions/ duties, or for payment towards any compensation.
20. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc regular/ confirmed employees of this office during the currency or after expiry of the contract.
21. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any



absorption nor for any relaxation for absorption in the regular / otherwise capacity in the CBI Academy, Ghaziabad.

22. The bidders shall furnish on undertaking (Annexure-III) to the effect that all the workers will be paid their due remunerations in their bank accounts through ECS and no cash distribution of remuneration will be done. Any complaints in this regard after award of contract will attract necessary penal action against the firm by this office.

### LEGAL

23. The tendering agency will be responsible for compliance of all statutory provisions relating to minimum wages, GST, Provident Fund and Employees State Insurance etc., if applicable in respect of the persons deployed by it in this Office.

24. The tendering agency shall also be liable for depositing any taxes, levies, Cess, etc. on account of service rendered by it to the CBI Academy, Ghaziabad to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

25. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under law. A compliance certificate in this regard will be submitted alongwith the bills every month.

26. The Tax deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Office, as amended from time to time and a certificate to this effect shall be provided to the agency by this office.

27. In case, the tendering agency fails to comply with an statutory/taxation liability under appropriate law, and as a result thereof the Office is put to any loss/obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out the outstanding bills or the Performance Security Deposit of the agency, to the extent to the loss or obligation in monetary terms.

### FINANCIAL

28. The Technical bid should be accompanied with earnest Money Deposit (EMD), refundable, of Rs.2,00,000/- (Rupees Two Lakh), in the form of Demand Draft/Pay Order of Scheduled Commercial Bank drawn in favour of Supdt. of Police(T), CBI Academy, Kamla Nehru Nagar, Ghaziabad failing which the tender shall be rejected out rightly. The Annual Average Turn Over in the last 3 Financial Years of the company should not be less than Rs.40,00,000/- (Rupees Fourty Lakh) . **Scanned copy of the Demand Draft/Pay Order should be uploaded and the original should be submitted to Supdt. of Police(T), CBI Academy, Ghaziabad prior to opening of the Technical Bid.**

29. The EMD in respect of firms which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second Stage) shall be returned to them without any interest. However, the EMD in respect of the successful tendrer shall be returned after receipt of the Performance Security Deposit @ 10 % of total contract value. Further, if agency fails to deploy required number of manpower against the initial requirement within 07 days from the date of placing the order the EMD shall stand forfeited without giving any further notice.

30. The successful bidder will not claim any amount in excess of the quoted rates other than periodical revision of minimum wages/statutory charges, either from this office or from individuals for their deployment as personnels. The work awarded/contract entered into will be terminated in the event of the successful bidder being found to be claiming placement





charge to deploy individuals as Sweepers and the firms shall be debarred/blacklisted accordingly.

31. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the office besides annulment of the contract and blacklisting of the contractor.

32. The agency shall ensure that the goods, materials and equipments etc, supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out. If this office suffers any loss or damage, then the agency shall be liable to reimburse the loss to this office in full.

33. The amount of pre-estimated agreed liquidated damages calculated @ Rs.150/- per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service providing Company/Firm/Agency in the following month.

34. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by at least at the level of Coordinator), alongwith proof of receipt of wages by the workers, proof of having deposited the contributions towards ESIC, EPF etc every month will be submitted to this office before the 2<sup>nd</sup> week of each month. Office shall verify the actual payment of statutory payments periodically and if not satisfied shall withhold the payments due to the service provider in addition to other legal action.

35. The bills shall be prepared by the contractor and submitted to I/c House Keeping, CBI Academy, Ghaziabad on following conditions:-

- i) All payments to the contractor shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income-Tax Act 1961 and other taxes if any as per the Government of India Rule.
- ii) Payment will be made to on Monthly basis after availing service i.e after satisfactory completion of services in the preceding month.
- iii) Payment shall be made after making recoveries on account of penalties for shortfall in performance as detailed in the Terms & Conditions and also after making recoveries for the period during which the workers absented from duty.
- iv) CBI Academy, Ghaziabad can convey specific observations to any incorrect/wrong-invoiced amounts by written notice to the contractor.

36. The CBI Academy, Ghaziabad reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.



**UNDERTAKING**

**Annexure-II**

I/We, \_\_\_\_\_, hereby give this undertaking that I/We should unconditionally comply with all the terms and conditions of the RFP and without this undertaking our bids will be considered invalid.

**Authorized Signatory**

**Date:**  
**Place:**

**Annexure-III**

**UNDERTAKING**

I/We, \_\_\_\_\_, hereby give this undertaking that all the workers deployed by our firm, after award of the contract of hiring workers by the CBI Academy, Ghaziabad to our firm, will be paid their due remunerations through electronic mode (ECS/EFT etc.) directly to their bank accounts and in no case or situation the workers will be paid their due remunerations in cash.

I/We also understand and agree that the CBI Academy, Ghaziabad in case of any deviation/violation/complaint on above aspect, is competent to initiate suitable penal action against our firm as contained in the bid document/ Contract.

**Authorized Signatory**

**Date:**  
**Place:**




**ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID**

1. Application-Technical Bid.
2. Attested Copy of the registration certificate.
3. Attested copy of the PAN/GIR Card.
4. Attested copy of the latest IT return filed by the agency.
5. Attested copy of GST registration letter/certificate, if any.
6. Attested copy of the PF registration letter/certificate, if any.
7. Attested copy of the ESI registration letter/certificate, if any.
8. Certified document in support of financial turnover of the agency during the last 3 years.
9. Certified documents in support of entries in column 09-10 of Technical Bid application
10. Copy of the terms and conditions at page 15-18 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

**ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER**

List of workers short listed by agency for Cleaning and Sweeping services in the CBI Academy containing full details i.e date of birth, marital status, address etc.

1. Bio-Data of all persons.
2. Character Certificate from any Gazetted Officers of the Central/ State Government in respect of each person.
3. Certificate of verification of antecedents of all persons by local police authority.

  
Supdt. of Police (T)  
CBI Academy, Ghaziabad.

