



**NATIONAL BOARD OF ACCREDITATION**  
4th Floor, East Tower, NBCC Place, Pragati Vihar,  
Bhisham Pitamah Marg, New Delhi-110003.

Phone No: 011-24360683(D), Fax: 24360682 website:[www.nbaind.org](http://www.nbaind.org)

### **Tender for Outsourcing of Manpower**

National Board of Accreditation (NBA) is planning to avail the services of reputed and well established Placement Agencies to outsource various positions in National Board of Accreditation, New Delhi.

2. The Placement Agency may be working on similar assignments with Government Departments, Autonomous Bodies/PSUs and allied agencies. The Agency must have an office operational in DELHI/NCR.
3. The Agency must have a minimum annual turnover of **Rs. 1 Crore (Rupees One Crore)** for the preceding 3 financial years ending with **31-MAR-2013**. The Agency must have also successfully completed at least one such project from start to end with Central/State Govt./ PSUs of at least **Rs. 50 lacs** in each of last four financial years ending on **31-MAR-2013**.
4. Agencies should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Govt. of India/ State Govt. A self-declaration certificate to that effect should be submitted along with the proposal.
5. The interested Placement Agencies may submit their Expression of Interest along with supporting documents with EMD of Rs. 2,00,000/- and Processing Fee of Rs.5,000/- by Demand Draft favouring National Board of Accreditation payable at New Delhi on the above address within fifteen days from the date of publication of advertisement. The Tender Document is available on the website of NBA at URL: [www.nbaind.org](http://www.nbaind.org). The last date of submission of Tender Document is 19<sup>th</sup> June, 2014 till 12:00 noon.

**(Member-Secretary)**

The NBA reserves the right to cancel/reject any or all the Tender without assigning any reasons.



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**Tender for Outsourcing of Manpower**

**Sealed tenders are invited for outsourcing of the manpower from empanelled engaged with the Govt./Semi-Govt./Autonomous Institutions only.**

**Important Dates, Time & Cost of Tender Form**

S.No.	Particulars	Date	Time
1.	Issue of Tender document	04.6.2014	10.00 A.M. onwards
2.	Last date & time for submission of tender	19.6.2014	12.00 noon
3.	Date & Time of opening of Technical Bids	19.6.2014	3.00 p.m.
4.	Cost of Tender Document	Rs.5000/-*	

**\* By Demand Draft in favor of National Board of Accreditation, payable at New Delhi**

**1. Scope of Work:**

Agency will have to provide following manpower in various categories of posts on outsourced basis on time to time at NBA Office, New Delhi. This is only indicative. There may be more posts requiring supply of manpower.

**2. Positions:**

S. No.	Name of the Post/No. of proposed posts	Educational Qualification	Experience	Age	Minimum Salary (Per Month)
1.	*Data Entry Operator	Graduate/12 <sup>th</sup> Class/SSC with Computer literacy certificate with speed of 30 wpm in English	One Year	35 years	Rs.12,000/-
2.	Staff Car Driver	Minimum 8 <sup>th</sup> Standard	One Year	35 years	Rs.12,000/-
3.	*Safai Karamchari/ Peon-cum-Helper/	10 <sup>th</sup> Standard	One Year Two Year Three Year	35 years	Rs.10,000/- Rs.11,000/- Rs.12,000/-

**Enhancement in salary will be considered only based on performance of the individual and bonus as per rule is to be given after completion of one year subject to satisfactory performance.**

**Persons having enough experience in requisite field may be considered for higher salary.**

### **3. Eligibility Criteria**

- a) The applicant agency should have valid license to run outsourcing services or similar kind of services, from the concerned Govt. Authorities.
- b) The Agency should be in outsourcing services for a minimum period of three years.
- c) The bidder's average annual financial turn over in outsourcing services during the last three financial years duly audited by CA should not be less than 1 Crore.
- d) The bidder should have experience of completion of similar works in any of the Departments/Govt. of India/Autonomous Institutions/Universities/PSUs of Govt. of India/State Govt./Municipalities during the last 3 years.
- e) The agency should have PF and ESI registration.
- f) The agency should have PAN/TAN

### **4. Bidding Procedure**

Bidding Application may be accompanied by the following:-

Technical Bid on the Tender document appearing at Annexure-I duly filled in, signed and stamped along with following documents and financial Bid on the Tender document appearing at Annexure-II Bid in a separate seal cover super scribe on each cover.

- i. Earnest Money Deposit (EMD) & Tender Processing Fee as specified in the terms and conditions in the form of Bank Drafts (cheques not accepted) in favor of National Board of Accreditation, payable at New Delhi.
- ii. Proof of permanent address.
- iii. A complete list of clients as Govt./Semi Govt./Autonomous Bodies/PSUs/ Institutions served during last three years with Name, Telephone No., etc. along with copies of supply order.
- iv. Details of Bank Account of Bidder i.e. Account No. IFSC Code, MICR No., Bank Name and address.
- v. Copies of Income Tax Return of last 3 years.
- vi. Details of PAN/TAN/Service Tax Registration Number.
- vii. An authorization letter in favor of the person signing the tender documents.
- viii. A list of the offices and service centers of the tenderer.

- ix. An attested copy of the certificate of registration/incorporation pertaining to the legal status of the bidder.
- x. Tender document with Annexure-I and Annexure-II signed and stamped on each page as acceptance of the terms and conditions laid down by NBA authority.
- xi. Copies of Audited Balance Sheet and Profit & Loss account for the last three consecutive years.
- xii. An undertaking to the effect that the Agency has not been black listed in India and Abroad.
- xiii. The EMD of successful bidder will be refunded after the successful completion of contract period without interest.
  
- xiv. Sealed envelopes, containing Technical and Financial Bids in separate envelope be super scribed and put in a bigger sealed envelope and duly super scribed in block letters as shown below:  
**“Tender for outsourcing of manpower” due on 19<sup>th</sup> June, 2014 at 12.00 noon and addressed to the “Member-Secretary, National Board of Accreditation, 4th Floor, East Tower, NBCC Place, Pragati Vihar, Bhisham Pitamah Marg, New Delhi-110003.** Tenders should be submitted by hand or through registered post. Only one tender should be included in one cover. Incomplete application will not be entertained and summarily rejected.
  
- xv. Opening of sealed tenders will take place at **3.00 p.m. on 19<sup>th</sup> June 2014** in the NBA Office, New Delhi in the presence of the representatives of the firms/tenderers, who may wish to be present at that time. No separate intimation will be sent to the firms/Tenderers in this regard.

## 5. Evaluation Procedure

The Technical bid will carry maximum marks of 100. The maximum mark for each activity of technical bid is assigned below:

The technical bids will be scrutinized on the basis of basic eligibility criteria. Thereafter, the short listed bidders may require to make presentation and/or written submissions before a Evaluation Committee constituted for the purpose. The presentation will broadly cover the following:-

		Max. Marks.
a)	The background of the organization/Agency (Financial & three Establishment)	20
b)	Details of major previous outsourcing contract executed during the last three years and details of providing such manpower to the Govt./Semi-Govt./Universities/Institutes	40
c)	Duration of relevant experience	20
d)	Satisfactory performance certificates from previous/current clients	20

On the basis of preliminary evaluation of technical bids, the Committee constituted for the purpose of the Evaluation of the tenders may find it necessary to visit the organizations/or may confirm on phone the quality of performance and/or may visit tenderer's official working place. The Committee will short list the bids according to quality, capabilities and skills of the tenders. The financial bids of only short listed tenderers who are found technically suitable shall be opened for evaluation.

The decision arrived at for shortlisting the tenderers by the Committee and the Competent Authority in NBA shall be final and binding upon all the tenderers.

## **6. Term & Conditions**

- i. Tenderers have to submit Technical and financial bids along with all details.
- ii. Earnest Money Deposit amounting to Rs.2.0 lakhs (Rupees two lakhs) and cost of Tender will be Rs.5,000/- Non Refundable (Rupees five thousand only ) in the form of Demand Drafts, drawn separately in favour of **National Board of Accreditation** payable at **New Delhi** are to be enclosed with the Technical Bid, failing which the tender will be summarily rejected. The Application Processing Fee is not refundable.
- iii. The successful tenderer will have to submit Performance Security equivalent to 10% of the amount payable per annum which will be forfeited incase the supply of manpower is delayed beyond the stipulated period and/or frequent absence from duty/misconduct on the part of manpower deployed by the Agency and/or unsatisfactory service provided by agency. The amount will be payable through Bank Draft/Bank Guarantee/Fixed Deposit Receipts drawn in the favour of **National Board of Accreditation, payable at New Delhi.**
- iv. EMD of successful bidder shall be forfeited, if the bidder withdraws or amends or derogates from the tender in any respect.
- v. The EMD of unsuccessful bidders will be released without any interest.
- vi. No sub-contracting of work will be allowed at any stage.
- vii. Successful bidder has to sign an agreement to provide the service as per the Term & Conditions of this document.
- viii. **Penalty Clause:** The Time schedule should be strictly followed by the agency. If manpower is not provided on stipulated dates, penalty will be applied as mentioned below:
  1. In case of any abnormal irregularity noticed the penalty will be levied by NBA. The decision of NBA will be final and binding.

2. Earnest Money Deposit/Security Deposit will be liable to be forfeited, if the tenderer fails to supply manpower in reasonable time as per time schedule given in scope of work satisfactorily.
3. NBA reserves the right to terminate the contract at any time without prior notice.
4. In case the successful tenderer fails to complete the order in part or in whole, as the case may be, the penalty as deemed fit by the Competent Authority shall be imposed on the tenderer.

NBA reserves the right to accept or reject any/all tenders without assigning any reason(s), whatsoever. Tenders not on the prescribed Performa (attached), without requisite details, without EMD & Processing Fee and received after the closing date/time of tenders and tenders accompanied by any condition will summarily be rejected.

Canvassing in any form will be viewed seriously and if any tenderer is found to be resorting to such practices, the tender of such firm will be rejected.

**ix. Arbitration Clause:**

That in case of any dispute between party of first part and the party of other part arising out of or in relation to the agreement, the dispute shall be referred to arbitration of a sole arbitrator to be appointed by the Member-Secretary, NBA. The award of the said arbitrator shall be binding on both parties. The seat of the arbitration shall be at Delhi.

In additions to clauses above, other terms & conditions given below will also be applicable.

**x. Other Terms & Conditions**

1. The office of National Board of Accreditation, 4<sup>th</sup> Floor, East Tower, NBCC Place, Pragati Vihar, Bhisham Pitamah Marg, New Delhi-110002 is hereby called as NBA.
2. The required secretarial staff Data Entry Operator(semi-skilled), Peons/Helpers/ Safai Karamchari (unskilled) shall be provided by Agency. The minimum remuneration payable will be based on the rates announced by Govt. of NCT of Delhi and revised from time to time.
3. Sealed tenders addressed to the National Board of Accreditation, 4<sup>th</sup> Floor, East Tower, NBCC Place, Pragati Vihar, Bhisham Pitamah Marg, New Delhi-110003 should reach by 19<sup>th</sup> June, 2014 from the date of publication of advertisement in the Newspaper/Website.
4. There should be no over-writing or eraser or white fluid otherwise the tender is liable to be rejected.
5. The man-power provided by the Agency will work as per the NBA working days (five days a week). The normal office working hours shall be from 9.00 P.M. to 5.30 P.M. In the event of the service of the man-power being required after the normal office working hours, additional charges on pro-rata basis on monthly basis wages, will be payable by

the NBA. If any person remains absent on the last day of the week and does not join the duty on 1<sup>st</sup> working day of week (Monday) his/her salary for the closed holidays will not be paid.

6. The Agency must submit its bill to the NBA by 7<sup>th</sup> of each calendar month along with the proof of the required documents in respect of the deployed man-power. The payment will be made only on completion of the term and conditions of the Agreement. The Agency shall be solely liable for any violation of provisions of the said Acts inclusive labour law or any other Act applicable from time to time.
7. The Agency shall be responsible for timely compliance of the obligations under various laws and Acts, namely minimum wages Acts, EPF Acts, ESIC Acts, Bonus Act, Gratuity Act, Workman Compensation Act etc. or under any other statutory requirements as applicable to the National Capital Territory of Delhi as amended from time to time in respect of the man-power deployed and also to present the documents as and when required or asked for by the NBA. The contractor shall be principal employer of the workman and any other staff to be deployed by him in the NBA.
8. It is expressly understood and agreed to between the parties to this Agreement that the manpower deployed by the Agency shall be employees of the Agency for all intents and purposes and in no case there shall be a relationship of Employer and Employee between the NBA and the said manpower. That the Agency shall be responsible for the suitability, medical fitness and police verification of the character and antecedents of the manpower sponsored by it for deployment in the NBA and NBA shall not be responsible for any act of indiscipline, any medical claim and compensation of any personnel employed through Agency, the manpower so deployed shall remain be liable for payment of their wages etc. and all other dues payable under various labor Regulations and other statutory provisions.
9. The manpower employed by the Agency shall have no right, whatsoever, for any appointment in the NBA in temporary/ad-hoc/daily wages/regular capacity on the basis of their work in the NBA.
10. In case any of the person so deployed by the Agency does not come up to the mark in terms of general discipline or does not perform his/her duties properly or indulges in any unlawful activity including riots or disorderly conduct. The Agency on the orders of NBA, shall immediately withdraw such person(s) from the premises of the NBA.
11. The Agency shall keep the NBA indemnified against all claims whatsoever in respect of the employees deployed in NBA at various point of time. In case any employee of the Agency so deployed enters in dispute of any nature whatsoever, it will be sole responsibility of the Agency to contest the same at appropriate forum(s). In case, the NBA is made a party and is supposed to contest the case, the NBA will be reimbursed the actual expenses, which shall be paid in advance by the Agency to NBA.
12. The deduction of Income Tax from the bills of the Agency will be made at source under-section 194 C of the Income Tax Act, 1961 and applicable from time to time.

13. There will be checking's twice in a month by their controlling officers on each floor specially designated for the purpose outside the Administration Division. Shortcomings, if any, pointed out by them shall be restored by the contractor within 24 hours of its bringing to his notice.
14. Non-compliance of terms and conditions will result in forfeiture of Security Deposit. Similarly, non-acceptance of contract by the successful tenderer will also result in forfeiture of Earnest Money.
15. The Tenderer should also submit proofs in respect of his past successful performance in the field of Secretariat Staff.
16. In case of unsatisfactory services rendered by the contractor, the NBA, reserves the right to terminate the contract even during the currency of the contract and no payment will be made after that. Of course, an opportunity shall be provided to him to clarify the position.
17. If any accident/incident occurs with any worker of the contractor while doing his job, the NBA will not be liable in any way and the sole responsibility will be of the contractor.
18. The contractor shall abide by the terms and conditions of the tender strictly.
19. This contract shall be valid for one year which may be extended beyond a year with the same terms and conditions from the date of the commencement of the contract and depending upon the performance of the firm.
20. The payment will be made after completion of one month and not in advance after deduction of usual taxes, if any.
21. The Contract can be terminated by either party by giving 60 days notice during the contract period or after the expiry of the extended contract. The Contractor shall not be entitled to any notice during the extended contract period. During the period of notice or extended contract period and till the appointment of another Agency, the Contractor would be continued to discharge its duties and obligations.
22. The Member-Secretary of NBA reserve the right to accept or reject the tender without assigning any reasons thereof.
23. The manpower required has to be deployed within 10 days from the award order.
24. The Agency shall submit the copies of separate challans along with the list of labors/workers engaged by the contractor in the NBA, viz, ESI and PF and service tax exclusively in respect of the labors/workers deployed in NBA and shall produce such challans in original for verification at the time of payment to it of release. The contractor shall also be directed to submit the copy of monthly challan for amount of EPF deposited



by him in r/o Labors/Workers engaged in NBA separately along with monthly Return i.e. Form 5, Form 10, Form 12A individual wise details and salary sheet.

As far as EPF is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for the Manpower (Clerical & Non-Clerical) services is required to be submitted to the NBA within 30 days of start of contract. The contractor shall arrange to get the ESI cards made in new digital format in respect of laborers/workers of the NBA within one month of start of contract. The Contractor shall immediately submit the copies of all return duly attested by concerned office with regard to EPF/ESI Act & Service Tax. The contractor shall made available his books of accounts/documents for verification in respect to deductions on accounts of EPF/ESI & Service Tax etc. for NBA's laborers/workers.

25. **Force Majeure:-** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.

26. The courts at Delhi/New Delhi shall have the exclusive jurisdiction to the all aspects, if any, arising out of this agreement between the parties.

Witness 1.

(Member-Secretary, NBA)

Witness 2

M/s \_\_\_\_\_  
Name & Address

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**Annexure-I**

**Tender Form (Technical Bid)**

(To be submitted by the tenderer on their letter head. All columns should be filled. Documents prescribed at Sl.No. 2(a) of other terms & conditions should be enclosed)

Sl.No.	Particulars	Status (to be filled by the tenderer)
<b>PART A</b>		
1.	Year of Incorporation of the agency (copy to be enclosed) along with the latest address of corporate office	
2.	Length of relevant experience in years	
3.	Registration Number (copy to be enclosed)	
4.	No. of Govt./Semi Govt. Institutions/PSUs/ Autonomous Bodies served during last three years (Work order along with list with names, designation & telephone numbers of the authority to be enclosed)	
5.	Registration with service tax (copy to be enclosed)	
6.	Annual Turnover of the company in Lakhs of Rupees. (Copy to be enclosed) a. 2011-12 b. 2010-11 c. 2009-10	
<b>PART-B</b>		
1.	Details of similar works executed in the immediate past three years	Nos.
a.	> 11 lacs	
b.	> 15 lacs	
c.	> 29 lacs	

Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Seal of firm \_\_\_\_\_

Date: \_\_\_\_\_

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



**UNDERTAKING**

To,

Member-Secretary,  
National Board of Accreditation,  
4<sup>th</sup> Floor, East Tower,  
NBCC Place, Pragati Vihar,  
Bhisham Pitamah Marg,  
New Delhi – 110002

Sir,

1. I/we the undersigned, certify that I/we have gone through the terms and conditions mentioned in the tender documents and undertake to comply with them.
2. It is further certified that our firm has not been blacklisted by any agency in India or abroad.

Dated: \_\_\_\_\_

Signature of the Tenderer \_\_\_\_\_

With Seal

Name of the Tenderer \_\_\_\_\_  
with Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

NOTE : Certificate as per above must be submitted only on non-judicial stamp paper of Rs.20/- (Rupees twenty only).

**ANNEXURE-IV**

**NATIONAL BOARD OF ACCREDITATION**  
**4th Floor, East Tower, NBCC Place, Pragati Vihar,**  
**Bhisham Pitamah Marg, New Delhi-110003.**  
**Phone No: 011-24360683(D), Fax: 24360682 website:[www.nbaind.org](http://www.nbaind.org)**

**TENDER FORM FOR PROVIDING MANPOWER (CLERICAL & NON-CLERICAL)  
SERVICES THROUGH OUTSOURCING**

1. Cost of tender : Rs. \_\_\_\_\_ Affix duly attested  
P.P. Size recent  
Photograph of the  
prospective bidder
2. Due date for tender : \_\_\_\_\_
3. Opening time and date of tender : \_\_\_\_\_
4. Names, address of firm/Agency : \_\_\_\_\_  
and Telephone numbers \_\_\_\_\_
5. Registration No. of the Firm/  
Agency : \_\_\_\_\_
6. Name, Designation, Address : \_\_\_\_\_  
and Telephone No. of Authorized  
person of Firm/Agency to deal with \_\_\_\_\_
7. Please specify as to whether : \_\_\_\_\_  
Tenderer is sole proprietor/  
Partnership firm. Name & Address  
and Telephone No. of Directors/  
Partners should specified. \_\_\_\_\_
8. Copy of PAN Card issued by : \_\_\_\_\_  
Income Tax Department and  
Copy of previous three Financial  
Year's Income Tax Return \_\_\_\_\_
9. Provident Fund Account No. : \_\_\_\_\_
10. ESI Number : \_\_\_\_\_
11. Licence number under Contract : \_\_\_\_\_  
Labour (R&A) Act, if any

12. Service Tax Regd. No. : \_\_\_\_\_

13. Details of Bid Security Deposited:

(a) Amount : \_\_\_\_\_  
(Rupees in words also) : \_\_\_\_\_

(b) FDR No. or DD No. or : \_\_\_\_\_  
Bank Guarantee in favour of \_\_\_\_\_

(c) Date of issue : \_\_\_\_\_

(d) Name of issuing authority : \_\_\_\_\_

14. Any other information : \_\_\_\_\_

15. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder) \_\_\_\_\_

Name & Address : \_\_\_\_\_  
(with seal)

\_\_\_\_\_