CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION 9TH FLOOR, 'B' WING, JANPATH BHAWAN, JANPATH, NEW DELHI -110001

TENDER FOR PROVIDING MANPOWER SERVICES

(Unskilled, Semi-Skilled and Skilled)

Tender No. A-304/7- Vol. IX dated 24 July, 2025

(https://www.tenderwizard.com/CGEWHO or

https://www.cgewho.in)



9TH FLOOR, 'B' WING, JANPATH BHAWAN, JANPATH, NEW DELHI -110001

Phone: 23717249/23355408/23322192

E-mail: cgewho@nic.in, Website: www.cgewho.in

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GENERAL DEFINITIONS

- 1. CGEWHO or Central Government Employees Welfare Housing Organization, New Delhi
- 2. "CEO" means, Chief Executive Officer or his authorized representative.
- **3.** "Director, Dy. Director/ Assistant Director" means Director, Dy. Director, Assistant Director of CGEWHO.
- **4.** 'Areas' means areas specified in this tender in general and any other areas specified by the Officer In charge / Asstt Director (Admn), CGEWHO
- **5.** Selected agency/service provider means the <u>successful bidder</u>.

SCHEDULE OF EVENTS & OTHER DETAILS SCHEDULE A

SCHED CLL II				
A-304/7 Vol.IX Dated 24.07.2025				
24/07/2025 at 04.30 pm				
05.08. 2025 - 02.30pm at CGEWHO office				
25/08/2025 - 3.00 pm				
25/08/2025 – 03.30 pm (Tentative)				
180 days from the date of Opening of tenders				
Rs. 3,00,000/- (Rupees Three Lakhs only) In the form of Demand Draft in favor of CEO, CGEWHO, payable at New Delhi				
Assistant Director (Admn II) Central Government Employees Welfare Housing Organisation (CGEWHO) 9th Floor, 'B" Wing, Janpath Bhavan, Janpath, New Delhi – 110001 Phone: 011- 23355408/ 23717249/ 23322192				
E-mail: cgewho@nic.in e-procurement portal- https://www.tenderwizard.com/CGEWHO				
Shall be intimated to the Technically Qualified bidders through eProcurement portal i.e. www.tenderwizard.com/CGEWHO				
1 ST October, 2025 (Tentative)				
5% of the annual contract value				
Rs. 50,00,000 /- (Rupees Fifty lakhs) per annum for the last 3 FINANCIAL years.				
3 years (Three Years) (renewable annually after performance review)				

TENDER NOTICE

1. The CEO, Central Government Employees Welfare Housing Organization (CGEWHO) intends to invite tenders in two bid (Technical and Financial) system, from reputed, experienced and financially sound agencies for

Providing Manpower Services
(Unskilled, Skilled and clerical Admin Cadre and Technical skilled) to be deployed at various departments/Sections/Units in the Central Government Employees Welfare Housing Organization

- 2. The tender document can be downloaded from the web site: https://www.cgewho.in/tenders and can also be downloaded from e-procurement website: https://www.tenderwizard.com/CGEWHO or CPP Portal. It may be noted that all subsequent notifications, changes and amendments in this tender would be posted only on the same website.
- 3. Interested Companies/ Firms/ Agencies after applying in eProcurement Portal i.e www.tenderwizard.com/CGEWHO is advised to enclose and submit the Original Demand Draft for EMD, Uploaded copies of the technical bid along with documents mentioned in Annexure IV at Reception (Ms. Jainika) CGEWHO, located in 9th Floor, 'B' Wing, Janath Bhavan, Janpath, New Delhi 110001, on or before the deadline indicated in Schedule A. The financial bid should not be dropped in the tender box as it will be uploaded from the eProcurement portal i.e www.tenderwizard.com/CGEWHO.

SCOPE OF WORK

- 1. Provide Manpower (unskilled, skilled and clerical Adm Cadre and Technical) for various departments at the Organization. The requirements in different categories are specified in <u>Annexure I.</u>
- 2. The job specification of unskilled, skilled, clerical Admin Cadre and Technical skilled manpower are as below:

a) For Unskilled Manpower

- 1 Regular cleaning, dusting of furniture, instruments, computers, telephones etc so as to maintain general cleanliness and hygiene in the office.
- 2 Regular cleaning and swabbing, office, laboratory etc,
- Making arrangements for tea, coffee, water etc. during the meetings and other official visitors/representatives.
- 4 Photocopying, faxing, making sets of reports and other general office documents.
- 5 Dispatch and delivery of official letters by messenger, speed post, ordinary post and registered post.
- 6 Distribution of office papers & files of general nature among the office.
- 7 All cleaning work as per the requirement of CGEWHO
- 8 Physical Maintenance of records
- 9 Carrying files, photocopying etc
- 10 General cleanliness and upkeep of the building
- 11 Ward and watch duties
- 12 Dusting of furniture and cleaning of buildings/fixtures
- 13 Any other work assigned from time to time

b) For Skilled Manpower

- 1 Clerical workers/employees doing clerical duties.
- 2 Workers with skill certificate to perform relevant duties pertaining to their skill
- 3 Any other duty assigned from time to time.

c) Clerical Admin and Legal Cadre

- 1) Accountant with relevant qualifications involved in accounting activities.
- 2) Administrative and Legal work in administrative units and Academic work

d) Technical Skilled/ Engg Cadre

1. With Diploma or Bachelor degree in Computer Engg. and other branches of Engineering.

The above list of works for each categories are only illustrative and not exhaustive. CGEWHO may inform the contractor/agency to include a further list of duties and similar nature of work.

GENERAL INSTRUCTIONS FOR BIDDERS

- 1) The bids are invited under **two bid system i.e.** <u>Technical Bid and Commercial Bid via CPPP portal as given in Schedule A</u>. The Earnest Money Deposit (EMD) refundable (without interest), should be necessarily accompanied along with the Technical Bid of the agency in the form of Demand Draft from any of the Nationalized / Scheduled bank drawn in favour of CEO, CGEWHO, payable at New Delhi and valid for a period of 180 days. Bids not accompanied by EMD or without proper validity will be summarily rejected. Micro and small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) with valid certificate duly issued by GOI are exempted for submitting the earnest money deposit (EMD).
- 2) The successful bidder should deposit the Performance Security Deposit as specified in the Schedule A in a scheduled/nationalized bank. at the time of award of contract within 15 days of the receipt of the formal Work Order. The performance security deposit will have to be furnished in the form of Demand Draft drawn in favor of CEO, CGEWHO payable at **New Delhi**. **The D D should be from a nationalized / scheduled bank only.** The performance security deposit should have 90 days validity beyond the date of completion of all the contractual obligations of the service provider. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India or any State Government of Union of India. (Authorized signatory should provide an undertaking).
- 3) All Bidders shall provide the required information completely and accurately as per details in Eligibility Criteria. The bidder should drop the Earnest Money Deposit (EMD) mentioning the name of the company on the backside of Demand Draft, along with the Technical bid and documents mentioned in the Annexure II at the Reception of CGEWHO located in $9^{\rm th}$ Floor, 'B' Wing, Janath Bhavan, Janpath , New Delhi 11001on or before the last date of submission of tender.

- 4) The bidders shall upload the valid copies of certificates as mentioned in Annexure II **failing** which the tender will be rejected. If necessary, the bidder shall produce all the original documents for verification.
- 5) Blacklisted contractors in State / Central Govt. Departments, Central / State PSUs, Autonomous Organizations/ Boards etc., are not eligible to participate in the bid process.
- 6) The successful Bidder shall execute an Agreement within 30 days from the date of Receipt of intimation of selection from this office, The Tender Document will form the part and parcel of the agreement, failing which the tender will deem to be cancelled.
- 7) The rates quoted should be as per the financial bid only. The CGEWHO reserves the right to accept /reject any or all the tenders without assigning any reasons.
- 8) Conditional tenders will not be accepted and is liable for rejection.
- 9) Bidders who meet the specified minimum qualifying criteria, are be eligible.
- 10) Even though the Bidders meet the above criteria, they are subject to be disqualified if they have:
 - Made misleading or false representations in the forms, statements and attachments submitted as proof of the qualification requirements; and/or
 - Record of poor performance such as abandoning the works, not properly completed the contract, inordinate delays in completion, litigation history, or financial failures etc.
- 11) The Tender document can be downloaded from e-procurement website: https://www.tenderwizard.com/CGEWHO. It may be noted that all subsequent notifications, changes and amendments on the project/document would be posted only on the same website.

12) Content of Tender documents

The bidders should go through the Tender Document and submit online response through e-procurement portal only.

13) Amendment of Tender documents

Before the deadline for submission of tenders, the CGEWHO may modify the tender documents by issuing corrigendum / addendum.

Such corrigendum/ addendum thus issued shall be part of the tender documents and shall be published online in e-Procurement portal.

The prospective Bidders will be given sufficient time to submit the bids after publishing the corrigendum/ addendum.

14) Documents comprising the Tender

The Technical Bid submitted by the Bidder shall contain the following documents:

- a) Earnest Money Deposit in any of the payment modes specified in e-Procurement platform/GFR.
- b) Technical bid documents and all other documents mentioned in Annexure II.
- c) Any other documents required to be and submitted by Bidders in accordance with the instructions mentioned in the tender document. The bids with incomplete documents will be summarily rejected. **The financial bid** submitted by the Bidder shall contain the following documents:

Priced Bill of Quantities wherein only Contractors monthly service charge/Administrative charge has to be mentioned through e-procurement portal/ Tender Wizard .

15) Tender validity

Tenders shall remain valid for a period not less than **180 days** after the deadline date for tender submission. A tender valid for a shorter period will be rejected.

In exceptional circumstances, prior to expiry of the original time limit, the CGEWHO may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting his earnest money deposit. A Bidder agreeing to the request will not be required or permitted to modify his tender but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with above clauses in all respects.

16) Earnest money deposit

The Bidder shall furnish, as part of his tender, earnest money deposit (EMD) as per details in General instruction for bidder.

- a) The entire EMD amount must be paid in a single demand draft
- b) The earnest money deposit of unsuccessful Bidders will be returned after <u>completing</u> the process of evaluation of the bids and identifying the successful bidder.

The earnest money deposit may be forfeited:

- a) If the Bidder withdraws the Tender after tender opening during the period of <u>tender</u> validity,
- b) If the Bidder fails within the specified time <u>limit to</u>
 - i) Sign the Agreement; or
 - ii) Furnish the required Security deposit

17) Format and signing of Tender

Successful Bidder shall sign all the pages of the <u>tender document</u> as a token of acceptance of all the terms and conditions of the <u>contract</u>.

18) Submission of Tenders

Tenders must be submitted on-line in the e-Procurement portal by the Bidder before the notified date and time as well as submitted the hard copies in the Head Office.

19) Deadline for submission of the Tenders

The Bidder shall submit a set of hard copies of all the documents in a sealed cover to CGEWHO required as a pre-qualification bid (Technical bid) which were uploaded through e- procurement portal along with original demand draft (EMD). The financial bid should not be enclosed in the said cover. In the event of any discrepancy between them, the original uploaded document in e-procurement shall govern.

The CGEWHO may extend the deadline for submission of tenders by issuing an amendment, in which case all rights and obligations of the CGEWHO and the Bidders previously subject to the original deadline will then be subject to the new deadline.

20) Late Tenders

In e-procurement system, Bidder shall not be able to submit the bid after the bid submission time and CGEWHO will not be liable (or) responsible for any delay due to unavailability of the portal and the Internet link.

21) Modification and Withdrawal of Tenders

Bidder will have time to modify and correct or upload any relevant document in the portal, till the last date and time for Bid submission, as published procurement portal

The Bidder may withdraw his tender before the notified last date and time of tender submission. No Tender may be modified after the deadline for submission of Tenders.

Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause with subject "Tender Validity" above may result in the forfeiture of the earnest money deposit

22) Tender Opening:

The CGEWHO will open all the Tenders received in the presence of the Bidders or their representatives who choose to attend on the specified date, time and place specified. In the event of the specified date of Tender opening being declared a holiday for the CGEWHO, the bids will be opened at the appointed time and location on the next working day.

The CGEWHO will evaluate and determine whether each tender meets the minimum qualification eligibility criteria.

Bidder if required may be needed to submit all the Original Documents, which are submitted in e-procurement portal, to the CGEWHO for verification at the time of opening of Tender if it is asked for. The CGEWHO will record the Tender opening.

23) Process to be confidential

Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract will not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

24) Clarification of Tenders

To assist in the examination/evaluation, the CGEWHO may, at its discretion, can seek clarification from the participating bidders. The request for clarification and the response shall be in writing or by e-mail along with the section number, page number and subject of clarification, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

Subject to clause with heading "Clarification of Tenders", no Bidder shall contact the CGEWHO on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the bidder wishes to submit additional information to the CGEWHO, it should done in writing only.

Any effort by the Bidder to influence the CGEWHO in the Tender evaluation, or contract award decisions may result in the rejection of the bid.

25) Examination of Tenders and determination of responsiveness

Prior to the detailed evaluation of Tenders, the CGEWHO will determine whether each Tender (a) meets the eligibility criteria (b) is accompanied by the required earnest money money deposit and; (c) is substantially responsive to the requirements of the Tender documents.

A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the service; (b) which limits in any substantial way, inconsistent with the Tender documents, the CGEWHO's rights or the Bidder's obligations under the Contract;

If a Tender is not substantially responsive, it will be rejected by the CGEWHO., and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

26) Correction of errors

No corrections to uploaded bid is permitted by the portal. Tenders/ bidder determined to be substantially responsive will be checked by CGEWHO.

27) Evaluation and comparison of Tenders

After evaluation is completed, all the Bidders who are qualified will be notified and will be intimated at the time of opening of the Financial bid. Financial bid will be opened in the presence of those who choose to be present or even in the absence of any Bidder.

The CGEWHO will evaluate and compare the Tenders as per comparative statement

downloaded from e-procurement portal. Only the commercial bids of technically qualified bidders would be considered. The lowest bid (L1) would be considered as the successful bidder. In case of tie (commercial bids of two or more bidders being equal), bidders having higher average turn-over (in the last 3 financial years) will be offered the contract. By submitting a bid for the tender, the agency implicitly agrees to the above condition.

Other related General Instructions to bidder

- 1) The bidder is required to enclose photocopies of the necessary documents as listed in Annexure II along with EMD and uploaded copies of Technical Bid at Central Government Employees Welfare Housing Organization on or before the last date of submission as mentioned in Schedule A.
- 2) Bids submitted after the due date shall not be accepted under any circumstances whatsoever. Any conditional bid is liable to be rejected.
- 3) The bidder shall submit the technical as per the format enclosed in Annexure II and Commercial bids to be submitted online in the portal.
- 4) The Earnest Money will be forfeited if the successful bidder fails to accept the offer.
- 5) The bidder should include in the technical bid, the list of clients where they are providing the aforesaid services as mentioned in this tender for the past last 3 financial years, along with name, phone / fax number of the contact person / email ID's and if required references for their services may be obtained from them.
- 6) All entries in the bid 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 uploaded along with <u>technical bid</u>.
- 7) The envelope containing Technical Bid only shall be opened on the scheduled date & time as given in <u>Schedule A</u> in the presence of representatives of the agencies/companies/Firms, who wish to be present.
- 8) Technical Bids will be evaluated by a committee. The evaluation includes <u>verifying the financial turn-over, registration certificates, legal, financial, statutory, taxation and other associated compliance of contract conditions.</u> The committee may also evaluate the performance of the agency in any of their existing contracts which may include obtaining references and visits to the sites of the agencies existing contracts. Further, the committee may disqualify any bidder based on oral/written references indicating poor quality of service provided during existing or previous contracts.
- 9) Commercial bids of only technically qualified bidders will be opened online on a date & place (to be notified later) in presence of representatives of technically <u>qualified bidders</u>.
- 10) CGEWHO reserves the right to amend or withdraw any of the terms and conditions

contained in the Tender Document or reject any or all tenders without giving notice or assigning any reason. The decision of the CEO of CGEWHO, in this regard, shall be final and binding on all.

ESSENTIAL REQUIREMENTS OF THE BIDDER COMPANY / FIRM / AGENCY

The bidder should fulfill the following technical specifications:

- 1. The bidder/ Company / Firm / Agency should be registered with the appropriate registration authority (labour commissioner etc.).
- 2. The bidder /Company / Firm / Agency should have at least three years of experience in providing similar services to Public Sector Companies / Banks / Government Departments / Research Organizations / Reputed Private Sector Companies.
- **3.** The bidder /Company / Firm / Agency should be registered with Income Tax GST departments;
- 4. The bidder /Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- 5. Either the Registered Office or one of the Branch Office of the bidder should be located in New Delhi.
- 6. The bidder /Company / Firm / Agency should have its own Bank Account;
- 7. The bidder /Company/Firm/Agency should have a minimum Average <u>FINANCIAL</u> turnover during the last three financial years as specified in Schedule A.

OTHER TERMS AND CONDITIONS

- 1. Bids submitted after the deadline shall not be accepted under any circumstances whatsoever.
- 2. The Earnest Money will be forfeited if the bidder rescinds from the offer.
- 3. Bids offering rates which are lower than the minimum wages for the pertinent category, would be rejected.
- 4. The contract is for the duration specified in Schedule A. The contract will be reviewed annually, and upon satisfactory performance, will be extended by 1 year at a time, until the duration of the contract.
- 5. The contract may be extended, on same terms and conditions, for further periods, subject to a maximum of 2 year beyond the contract term specified in Schedule A.
- 6. The selected agency is required to execute an agreement within 30 days of the award of the work.
- 7. The scope of the contract can be extended with additional manpower, with a proportional increase in contract value, as mutually agreed upon, and approved by the competent authority of CGEWHO.
- 8. The scope of the contract can be extended to additional facilities in the Organization, with a proportional increase in manpower and approved by the competent authority of CGEWHO. Further CGEWHO in its discretion may either increase or decrease the manpower based on the requirement and selected agency must adhere as per the direction of the CGEWHO as the requirement of manpower mentioned in this tender document is only indicative in nature and not exhaustive.
- 9. The contract may be terminated before the contract period owing to deficiency in service or substandard quality of the service provided by the selected Company / Firm /Agency. Further, CGEWHO reserves the right to terminate this contract at any time after giving two months' notice to the successful bidder.
- 10. The selected 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 CGEWHO.
- 11. The agency will be bound by the details furnished by him / her to CGEWHO, while submitting the bid or at subsequent stage. In case, any of such documents furnished by the firm is found to be false at any stage, it would be deemed to be a breach of terms of contract making the firm liable for legal action besides termination of contract.

- 12. The selected agency shall furnish a Performance Security Deposit in the form DD from Scheduled / Nationalized bank, as specified in the Schedule A at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of Demand Draft drawn in favour of CEO, CGEWHO payable at New Delhi. The performance security should remain valid for a period of 3 years 6 months. The performance security will be returned on termination of the contract and completion of all the contractual obligations of the successful bidder.
- 13. The agency shall ensure that the manpower deployed at CGEWHO, are physically fit, well trained and are in the age group of 22-45 years.
- 14. The successful bidder shall furnish the following documents in respect of the individual manpower who will be deployed at CGEWHO, before the commencement of work:
 - (i) List of Manpower short listed by agency for deployment at C G E W H O, containing full details i.e. date of birth, marital status, address etc;
 - (ii) Bio-data of the persons.
 - (iii) Certificate of verification of antecedents of persons by local police authority (PCC Certificate)
- 15. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the selected agency will be liable to take appropriate disciplinary action against such persons, including their removal from work, immediately after being brought to notice, failing which it would be assumed as breach of contract which may lead to cancellation of contract. Such person/staff who had committed an act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks shall not be redeployed in CGEWHO in future. Further staff deployed in CGEWHO should have obtained a police clearance certificate issued by Govt of Delhi to ensure that staff with criminal background are not deployed by Contractor/ Agency. Posting of Contract staff having conflict of interest to be avoided and it is to be ensured that they are also not involved/ act in the capacity of vendors for supply of materials/services to CGEWHO.
- 16. The selected agency shall provide identity cards to the personnel deployed at CGEWHO. The identity card shall have the photograph of the personnel and personal information such as name, date of birth, age and identification mark etc.
- 17. The selected agency shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed at the Institute.
- 18. The selected agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work, etc.
- 19. It shall be mandatory for the selected agency to deploy staff with the proper uniforms if

- applicable. All staff posted/deployed in CGEWHO should mandatorily wear uniforms.
- 20. The selected agency shall immediately provide a substitute in the event of <u>any person</u> leaving the job due to his / her personal reasons.
- 21. It will be the responsibility of the contractor/ Agency to meet transportation, food, medical and any other requirement of contractor's manpower for carrying out the contract work. CGEWHO will have no liability in this regard at any stage. It is the responsibility of the contractor to ensure rotation the staff and change the staff as and when required periodically once in one/two years.
- 22. The selected agency undertakes to comply with all statutes, rules, regulations, and bylaws, during the entire period of this contract.
- 23. Biometric recording of attendance has to be provided by the Agency. It is mandatory to attach the biometric attendance report with the bills.
- 24. The performance of the selected agency will be reviewed for first 6 months and in case there is deficiency in services or not adhering to the statutory norms of Govt of India with respect to labour matters the contract will be terminated after giving notice of two months.
- 25. Discrepancy in payment in the bills has to be notified to CGEWHO within 30 days from the date of submission of bill to CGEWHO or 30 days from the corresponding month the bill is claimed.
- 26. All Staff working under the agency in CGEWHO are to be rotated/changed once in one/two years in a periodical manner.
- 27. In the event of tie between the Bidders during selection, it is at the liberty of the Organization to award contracts to agency/contractor.

SAFETY

- 1) The Agency shall follow safety procedures in all respects.
- 2) The Agency will adhere to safe working practices and will take all safety measures necessary for safety of his employees. The agency will remain responsible for the safety of the engaged staff. The agency should provide all necessary safety instructions, to the persons engaged by him as applicable and required.
- 3) The Agency shall take appropriate safety measures against outbreak of fire and will be held responsible in case of such an incident occurring. Liability / responsibility in case of any Fire Accident or any other accident causing injury/death to workers /inmates or any of his staff shall be that of the Agency. The Organization shall not be responsible for such cases by any means.

4) The safety committee of the organization or any such authority assigned with the responsibilities of safety, may inspect the premises and suggest safety mechanism to be followed by the contractor/ agency. This instructions are binding on the Contractor/agency and any non compliance may lead to cancellation of contract.

CONTRACT-SPECIFIC

- 1. The staff employed by the agency shall be required to work normally as per the CGEWHO working hours., i.e. from Monday to Friday from 09.00 hrs. to 17.30 hrs with a lunch break of ½ hour from 1300 hrs. to 1345 hrs. The start and closing time may vary with Department/section of the CGEWHO and the staff should be ready to work for a duration of 8.5 hours including 0.5 hour lunch break per day as per the requirement of the department/section. The staff may also be called upon to perform duties on Sunday and other gazetted holidays, if required, by providing Honorarium. The staff, if deputed for any official work outside CGEWHO, shall not be entitled for any other emoluments except the actual bus fare for this purpose.
- 2. Admn Dt'e of CGEWHO will announce the list of holidays for the contract labourers, which is binding.
- 3. CGEWHO will allow one paid leave per month for each workers engaged in this contract. The unutilized leave up to a maximum of 5 days can be carried forward till the end of the calendar year. The unutilized leave at the end of the calendar year shall lapse and there is no provision to encash the same. Contractor/Agency must provide suitable relieving manpower in case of absenteeism of any manpower deployed by him so that there is no hamper in work and Contractor/ Agency should ensure that quality of service is not compromised.
- 4. The Contractor/ Agency should employ personnel who can converse well in Hindi, English and other Indian languages. In particular, the manpower provided should be able to read and write addresses and names in Hindi & English.
- 5. The person deployed shall be required to report for work as specified at the work spot deputed.
- 6. The Classification of the category of the contract labours will be based in the Ministry of Labour /Chief Labour Commissioner notification issued from to time.

- 1. For all intents and purposes, the selected agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed at CGEWHO, for contractual services.
- 2. The Contractor / Agency undertakes to obtain any license, permit, consent, sanction etc. as may be required or called for from/by local or any other authority for doing such work. The Contractor/ Agency shall comply with all applicable laws, rules and regulations in force. The Contractor/ Agency undertakes to obtain such permission/license as may be required under the Central Contract Labour (Regulation and Abolition) Act, 1970. The Contractor—undertakes to produce the license/permission etc. so obtained to CGEWHO or furnish copies thereof as and when required by CGEWHO. The Contractor also undertakes to keep and get renewed such license, permission etc. from time to time. The Contractor/ agency—shall be responsible for any contravention of the local, municipal, central, state, any other laws, rules, regulations, etc.
- 3. The selected agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. CGEWHO, shall in no way, be responsible for settlement of such issues whatsoever. CGEWHO shall not be responsible for any damages, losses, FINANCIAL or other injury claims to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 4. The manpower deployed by the Contractor/ Agency for providing the services shall not have any claims of Master and Servant relationship vis-a-vis CGEWHO nor have any principal and agent relationship with or against the CGEWHO.
 - The manpower deployed by the contractor/ agency for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of CGEWHO during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to or and will have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in CGEWHO. The Contractor/agency should communicate the above to all the manpower deployed in CGEWHO.
- 5. The selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government along with all such other statutory dues like ESI, PF, etc. The agency will maintain proper record as required under the Law / Acts. The agency shall make available its required records to CGEWHO for periodic inspection at the end of every quarter of every financial year, to ensure statutory compliance to the satisfaction of CGEWHO.
- 6. The selected agency will be responsible for compliance of all statutory provisions relating to **Provident Fund, and Employees State Insurance etc**. in respect of the persons deployed by it at CGEWHO. The contractor may provide medical/insurance cover to their staff on roll if they are not covered under ESIC. CGEWHO will NOT reimburse the agency the Insurance

premium payment in this regard.

- 7. The selected agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to CGEWHO & income tax to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 8. The selected agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same on demand to the concerned authority of CGEWHO or any other authority under Law.
- 9. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of the Income Tax Act 1961 and GST rules, as amended from time to time and a certificate to this effect shall be provided to the agency by CGEWHO.
- 10. The selected agency shall raise online GST invoice and claim GST at appropriate rates. The selected agency shall produce the TAX paid receipt on demand.
- 11. In case, the agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof CGEWHO is put to any loss / obligation, monetary or otherwise, CGEWHO will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- 12. The selected agency will indemnify CGEWHO from all legal, FINANCIAL, statutory, taxation, and associated other liabilities and Govt rules from time to time.
- 13. All disputes arising out of this Tender document and Award of the contract shall be resolved by mutual consultation and in the event where the parties are unable to resolve their disputes, the courts of New Delhi shall have the jurisdiction to resolve the dispute.

FINANCIAL

- 1. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage) / Commercial Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. Further, if the agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice and the contract will be terminated.
- 2. The proof of remittance of statutory deductions of PF, ESI to the appropriate agency, for those employed at CGEWHO, must be provided by the selected agency to CGEWHO every month along with the claim bill, failing which the claim bill shall not be settled.
- 3. The successful bidder will have to deposit a Performance Security Deposit as specified in

Schedule A, within 15 days of the receipt of the formal order. The performance security will be furnished in the form of a Demand Draft from any Nationalized/Schedule bank, drawn in favour of **CEO**, **CGEWHO**, payable at <u>New Delhi</u>. The performance security should remain valid for a period of 3 years and 6 months. The performance security will be returned on termination of the contract and completion of all the contractual obligations of the successful bidder.

- 4. 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 besides annulment of the contract.
- 5. The agency shall raise the bill, in duplicate, along with attendance sheet in respect of the persons deployed and submit the same through the respective departments 10th of the subsequent month. As far as possible the payment will be released within two weeks from the date of submission of bills. The following documents must accompany the bill.
 - a. Current month Invoice Copy
 - b. Current month Acquittance (Wage) Register duly signed by the individual contract Laborers.
 - c. Current month Attendance Register
 - d. Current month ESI remittance challan with consolidate breakup details.
 - e. Current month EPF remittance challan, as applicable, with consolidated breakup details
 - f. In addition, half yearly returns submitted to <u>EPFO & ESIC</u> are also to be submitted whenever due.
- 6. For the services provided by the Contractor/ agency, subject to satisfactory completion as certified by CGEWHO, CGEWHO agrees to pay the Contractor/agency as detailed in Annexure III-. Further, any increase in minimum wages, as per the Central Government Minimum Wages Act, or Delhi Govt order along with proportional increase in the ESI, EPF and agency administrative charges will be borne by CGEWHO. Similarly, any increase in the statutory levies (ESI, EPF, GST) will also be applicable automatically and borne by CGEWHO; any decrease in the statutory levies, the benefits will go to CGEWHO. Other than these, during the tenure of the contract, the rates agreed will remain unaltered.
- 7. The Contractor/agency hereby agrees that Absenteeism must not exceed 5% of the total deployment in any month.

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8. In case the Contractor or any of his employees fails to fulfill his/their obligations for any

day or any number of days to the satisfaction of the Organization for any reason whatsoever, the contractor shall pay, by way of liquidated damages, a sum of Rs. 500.00 (Rupees Five hundred only) per day for the entire number of such days and CGEWHO shall, without prejudice, to its other rights and remedies be entitled to deduct such damages from the money, if any, payable by it to the Agency.

- 9. The contract labourers deployed by the agency shall not be involved in any theft/pilferage/damage to organization property. After necessary investigations, if proved that the Agency/their personnel are responsible for the incident, the agency is liable and will be penalized to the extent of the value of the loss and additionally Rs. 25,000/- for each such incident.
- 10. The Contractor/ Agency commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during the contract execution.
- 11. The Contractor/ Agency will not, directly or through any other person or firm, offer, promise or give to any of the organization's employees involved in the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the execution of the contract.
- 12. The Contractor/ Agency will not commit any offence under the relevant Anti-corruption Laws of India: further the Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Institute as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences. The involvement in any such activity shall entail a penalty of Rs. 10,000/- for each such incident.

- 13. The claims in bills regarding Good and Services Tax etc., if applicable, should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of CGEWHO.
- 14. The Selected agency agrees and undertakes to pay all GST, taxes, rates, charges, levies or claims, whatsoever, as may be imposed by the State, Central Government or any local body or authority. The Selected agency also agrees to furnish such proof of payments or compliance of the obligation including registration certificates, receipts, licenses, clearance certificates etc., as may be required by the CGEWHO from time to time. CGEWHO shall reimburse the GST tax incurred by the Contractor on submission of relevant proof of payment.

MEDICAL EXAMINATION

The agency shall arrange for medical check-up for his employees deployed at CGEWHO. The agency at his own cost has to carryout medical examination before the commencement of the contract in respect of his employees to ensure their fitness to handle and submit certificate of Medical Fitness to CGEWHO. The agency shall withdraw any person who is not found medically fit for the job and arrange for an appropriate substitute immediately.

TENDER EVALUATION CONDITIONS

- 1. The bidder shall quote the technical & Commercial bids, in CPPP Portal, as per the format enclosed in Annexure II and III.
- 2. Only the commercial bids of technically qualified bidders would be considered. The agency whose commercial bid is the lowest would be considered as successful and awarded the contract. In case of tie (commercial bids of two or more bidders being equal), bidders having <u>higher average turn-over (in the last 3 financial years)</u> will be offered the contract. By submitting a bid for the tender, the agency implicitly agrees to the above condition.
- 3. By submitting a bid for the tender, the agency implicitly agrees to the above condition.

Annexure-I

Requirements of outsourced staff at CGEWHO

The bidder must quote for the minimum number of labourers as specified below. Tender which quotes for manpower below these minimum numbers is liable to be rejected. Further the bidder may choose to quote for more than the minimum number, if it feels that is required to ensure the above scope of work is covered to the satisfaction of the user department/Centre/unit.

Sl. No.	Category	No. of Persons Required
1.	Unskilled Manpower	08
2.	Skilled Manpower	12
3.	Clerical Admin Cadre and Technical Skilled/Engg Cadre	01
	TOT	AL 21

^{*}The above mentioned no of staff in various categories may decrease or increase depending upon requirement during and after deployment as it is indicative in nature.

Annexure II

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For providing Manpower Services to CGEWHO

	COMMERCIAL Year Indicate th	ie	Remarks if any
	(Attach separate sheet if space	provided i	s insufficient)
12.	. Financial turnover of the tendering Company /	Firm / Ag	ency for the last 3 Financial Years
11.	E.S.I. Regn. No. (Attach Self Attested Copy)		
10.	E.P.F. Regn. No. (Attach Self Attested Copy)		
9.	GST Regn. No. (Attach Self Attested Copy)		
8.	Labour Regn. No. (Attach Self Attested Copy)		
	Copy)		
7.	PAN / TIN No. (Attach Self Attested		
6.	E-Mail Address		
5.	Telephone No/Mobile No:		
4.	Regd. Office / Branch address in Delhi		
3.	Full Address of Reg. Office with Regn. No.		
2.	Name of proprietor / Director : of Company/Firm/agency		
1.	Name of Tendering Company/ Firm / Agency : (Attach certificate of registration)		

COMMERCIAL Year	Indicate the Amount (Rs. In Lakhs)	Remarks, if any
2022-23		
2023-24		
2024-25		

Note: Attach last 3 years balance sheet/Auditors certificate

13. Give details of the major contracts handled by the tendering Company/ Firm / during the last three financial years in the following format. Self attested copies of work orders may also be attached.

Sl.No	with address, telephone	Amount Contract	Duration of Contract	
	numbers with Email ID	(Rs. in Crs)	From	То
1				
2				
3				

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

CERTIFICATE OF ETHICAL PRACTICES

- I. I / We assure the Organization that neither I / We nor any of my / our workers will do any act/s, which are improper/Illegal during the execution of the contract awarded to us.
- II. Neither I / We nor anybody on my / our behalf will indulge in any corrupt activities /practices in my / our dealing with the Institute.
- III. I/We will have no conflict of interest in any of our works / contracts at the organization.

DATE

ANNEXURE III

COMMERCIAL BID

For Providing Manpower Services at various Departments/Units/Sections at CGEWHO

1.	Name of tendering Company / Firm / Agency:
2.	Contractors Administrative / Service Charge in (%)
NO	OTE:

- The Selected agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of Central Government along with all such other statutory dues like ESI, EPF, etc as notified by the Central Government from time to time.
- In cases where the wage is prescribed for specific category by the organization, the wages shall be paid as per the rate fixed by the CGEWHO from time to time. Admin and service charges shall be claimed at the prescribed percentages of wages.

SIGNATURE OF THE TENDERER

ANNEXURE IV

SAMPLE PAYMENT CHART TO CONTRACTOR/ AGENCY

S.No	Description	No. of Persons (from Annex I)	Estimated wages to be paid paid per annum	Gross Total (Rs
1	Unskilled Manpower	08		
2	Skilled Manpower	12		
3	Clerical Admin Cadre and Technical Skilled/Engg Cadre	01	Rs. 1 Cr.	
4	Subtotal A (Rs)			Rs. 1 Cr.
4	Contractors Adm. / Service Charge (as percentage of sub-total in Line 5 above)			B = (Administrative service Charge% * Line No 4)
			Total (Rs)	Rs A + B

ANNEXURE V

CHECK-LIST

Technical bid, sealed in a separate envelope super-scribed as "Technical Bid"			
COMMERCIAL bid, sealed in a separate envelope super-scribed as "COMMERCIAL Bid"			
Earnest Money Deposit			
Proof of FINANCIAL Turn-over for previous years			
Copy of Registration certificate with Labour Department			
Copy of PAN Card			
Copy of the IT return filed for the last three FINANCIAL years			
Copies of EPF and ESI certificates			
Copy of GST Registration			
Copy of TIN			
Work Experience of Similar work during the previous years (List of firms where they have provided services and details of contact person(s)			