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INSOLVENCY AND BANKRUPTCY BOARD OF INDIA

NOTICE INVITING TENDER

FOR

**“MANPOWER COMPRISING OF
OFFICE ASSISTANTS AND
MULTI TASKING STAFF (MTS)**

**7TH FLOOR, MAYUR BHAWAN,
CONNAUGHT CIRCUS,
NEW DELHI – 110 001
Tel. No. 23462900**

SCHEDULE

1	Name of Work	Providing Manpower comprising of Office Assistants (OA) and Multi Tasking Staff (MTS)
2	Estimated Cost of Work	Rs. 60 lakhs per annum (approx.)
3.	Earnest Money	Rs. 1,50,000/-
4.	Cost of Tender Document. The tenderer should submit two Demand Drafts in respect of EMD and fee for tender document seperately, if tender document downloaded from IBBI website.	Rs.1000/-
5.	Period of contract	01 (one) year. It is further extendable subject to satisfactory performance.
6.	Last Date, time and place of receipt of duly filled tender document (Both Technical & Financial Bid)	21.12.2017 upto 1500 hrs.
7.	Date and time of opening of : 1. Technical Bid of tender document (Envelope – 1) 2. Financial bid of tender document (Envelope-2)	22.12.2017 at 1500 hrs Will be intimated to technically qualified tenderers at a later date.

No. IBBI/Estt./Tender/Outsourcing Manpower/10
 INSOLVENCY AND BANKRUPTCY BOARD OF INDIA
 7th Floor, Mayur Bhawan,
 Connaught Circus, New Delhi – 110 001

No. IBBI/Estt./Tender/Outsourcing Manpower/10

Date :08.12.2017

NOTICE FOR INVITING OPEN TENDER

On behalf of INSOLVENCY AND BANKRUPTCY BOARD OF INDIA (IBBI), New Delhi, sealed quotations are invited from reputed agencies / firms for outsourcing of manpower to perform the following official works in IBBI office at Connaught Circus, New Delhi – 110 001, for a period of one year on contract basis.

Nature of job	No. of personnel required
Office Assistant (OA)	16
MTS	14
TOTAL	30

(The number of persons is tentative and may increase or decrease as per requirement)

Tender is invited in two parts i.e. (1) **qualifying bid and (2) financial bid**. The tender form for qualifying bid in the proforma prescribed in Annexure – I and the tender form for the financial bid in the proforma prescribed in Annexure – II, complete in all respects, sealed separately, and kept in sealed cover together, should be superscribed as “Quotation for providing Manpower Services to IBBI” and should be submitted to the DGM (Establishment), THE INSOLVENCY AND BANKRUPTCY BOARD OF INDIA, 7th Floor, Mayur Bhawan, Connaught Circus, New Delhi – 110001. Tender form and details can be downloaded from www.ibbi.gov.in or can be collected from the O/O DGM (Establishment), Insolvency and Bankruptcy Board of India, 7th Floor, Mayur Bhawan, Connaught Circus, New Delhi – 110001 latest by 19.12.2017 upto 1600 hrs.

The technical bid will be opened at 1600 hrs. on 21.12.2017 in the presence of representatives of interested bidders, if they make themselves available at that time.

Last date of submission of Tender Form : Upto 21.12.2017 by 1500 hrs.

Tender opening date and time : 22.12.2017 at 1500 hrs.

Venue : Conference Room, IBBI Office, 7th Floor, Mayur Bhawan, Connaught Circus, New Delhi.

The Financial Bid of the technically qualified bidders only will be opened on a later date subject to receipt of adequate technically qualified bids. All technically qualified bidders will be intimated accordingly for the same.

(Umesh Kumar Sharma)
 Deputy General Manager (Estt.)
 Tel. 23462900

A. INSTRUCTIONS FOR TENDER

1. The office of the Insolvency and Bankruptcy Board of India, New Delhi invites open tenders from licensed reputed parties / firms / companies / agencies well experienced in providing Manpower Resources in Govt. / Semi-Govt. offices / PSUs, etc. for its office at 7th Floor, Mayur Bhawan, Connaught Circus, New Delhi – 110 001.
2. The contract would be for a period of **one year w.e.f. 01.01.2018 to 31.12.2018**. The period of the contract may be further extended after the completion of contract if this office requires to continue with the present arrangement for providing Manpower Resources and is satisfied with the services of the resources or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of service offered by the selected Company / Firm / Agency.
3. The tendering Company / Firm / Agency is required to enclose photocopies of the documents, as per the requirements of Technical Bid as given in the Annexure – I, failing which their bids shall be summarily / outrightly rejected and will not be considered any further.
4. Conditional bids shall not be entertained and will be outrightly rejected at the very first instance.
5. All entries in the tender form should be legible and filled up clearly. If the space for furnishing of information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the bid shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the agency.
6. The envelope containing Technical Bid shall be opened first on the scheduled date and time, in the Conference Room of IBBI at 7th Floor, Mayur Bhawan, Connaught Circus, New Delhi – 110 001) in the presence of the duly authorized representatives of the bidders, if any, who wish to be present on the spot at that time subject to receipt of adequate technically qualified bids. Financial bids of only technically qualified, eligible bidders meeting all the requisite criteria shall be opened in the presence of shortlisted contractors or their authorized representatives at a later date subject to receipt of adequate technically qualified bids.
7. The Competent Authority of the Office of the IBBI, 7th Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001 reserves the right to annul any or all bids without assigning any reason therefor.
8. **The bidder shall quote the technical and financial bids as per the format enclosed at Annexure I & II.**
9. All documents furnished shall be numbered at the bottom of each page.

B. TECHNICAL REQUIREMENTS FOR THE TENDERING COMPANY / FIRM/ AGENCY

The tendering Service Provider Company / Firm / Agency should fulfil the following technical specifications:

1. The Registered Office or one of the Branch Offices of the Service Provider Company / Firm / Agency should be located within the National Capital Territory of Delhi.
2. The Service Provider Company / Firm/ Agency should be registered with the appropriate registration authority with regard to providing manpower to the Government offices.
3. Service Provider Company / Firm/ Agency should have at least three years' experience in providing similar services to private/public sector Company/Banks / Government Departments etc., with minimum strength of 30 staff per month at one place to perform the official works.
4. Service Provider Company / Firm / Agency should have its own Bank Account.
5. Service Provider Company / Firm/ Agency should exist on the records of Income Tax and Goods and Service Tax Departments.
6. Service Provider Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
7. The Service Provider Company / Firm/ Agency should have completed at least one service contract of value of not less than Rs.20 lakh or two service contracts of Rs.10 lakh each per annum related to providing similar services during the last three years.
8. The Service Provider Company / Firm / Agency must have a turnover of Rs. 50 lakhs per year during the last three financial years i.e. F.Y. 2014-15, 2015-16 & 2016-17.
9. The Service Provider Company / Firm / Agency shall submit an affidavit on Non-Judicial Stamp Paper of Rs.10/- stating that the agency is / has not been blacklisted by Central Government / State Government / any PSU etc in any of its previous contract during the last three years.
10. The Service Provider Company /Firm/Agency has to submit the Audit Report along with Balance Sheet and Profit & Loss Account for the proceeding three Assessment Years.
11. Attested copy of satisfaction certificate from the present office(s) in which the Service Provider Company/Firm/Agency is providing similar services has to be enclosed separately.

Non compliance with any of the above conditions by the Service Provider Company / Firm / Agency will automatically render the tender as invalid.

If any of the details submitted by bidder are found to be incorrect / false then the firm will be blacklisted.

C. FRAUDULENT AND CORRUPT PRACTICES

1. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the IBBI may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practice in the Bidding Process.
2. Without prejudice to the rights of the IBBI under Clause 1 hereinabove, if an Applicant is found by the IBBI to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by the IBBI during a period of 2 (two) years from the date when such an Applicant was found by the IBBI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
3. For the purposes of the clauses 1 & 2 above, the following terms shall have the meaning hereinafter respectively assigned to them:
4. "Corrupt Practice" means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (II) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Board in relation to any matter concerning the Project;
5. "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
6. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
7. "Undesirable Practice" means (I) establishing contact with any person connected with or employed or engaged by the Board with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (II) having a Conflict of Interest; and
8. "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

D. LEGAL

- i. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, GST and any other Laws/ Taxes/ Acts/ Rules etc. governing the matter/ issues etc. If at any point of time it is noticed that the Contractor is not compliant with any procedures/ taxes/ Acts/ Rules, then that will be met out of the Performance Security Deposit made by the contractor to the extent of the loss or obligation in monetary items.

- ii. The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.
- iii. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office.

E. FINANCIAL

1. The Technical Bid should be accompanied with the interest free **Earnest Money Deposit (EMD), refundable, of Rs.1,50,000/-** (Rupees One lakh and fifty thousand only) in the form of Demand Draft / Pay Order drawn in favour of the INSOLVENCY AND BANKRUPTCY BOARD OF INDIA, from any nationalized / scheduled bank in India, payable at New Delhi failing which the tender shall be rejected outrightly.
2. The EMD in respect of the Agency which does not qualify the Technical Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to the bidder without any interest. However, the EMD in respect of the successful tenderer shall be returned after submission of the Deposit towards the Performance Security Deposit. Further, if the Agency fails to provide services against the initial requirement from requisite date within a period of 30 days from placing of the order, the EMD as well as Performance Security Deposit shall stand forfeited without giving any further notice.
3. A feedback on the performance of the firm from its existing clients / Ministries / Departments / PSU specifically with reference to timely payment of salaries to staff, crediting of other statutory dues viz. EPF, ESI, etc., quality of staff deployed will be taken into account while considering the financial bid of the tenderer.
4. Bids, offering rates which are lower than the minimum wages (as applicable for the NCT of Delhi) for the pertinent category, would be rejected.
5. The successful tenderer will have to deposit a **Performance Security Deposit for a sum of Rs.5,00,000/-** (Rupees five lakh only) for outsourcing manpower within 7 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of THE INSOLVENCY AND BANKRUPTCY BOARD OF INDIA, from any nationalized or scheduled bank in India, payable at New Delhi. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the supplier. The IBBI shall not pay any interest on the Performance Security Deposit.
6. The tender document should also specifically mention the agency/service charges appropriately commensurate with the supervisory/ administrative effort and financial expenditure involved in providing the services. The bids with 'NIL'/ miniscule/ negligible/ nominal agency/ service charges will be rejected. Administrative / Service Charges shall remain fixed during the contract period including extended period.
7. In case of breach of any of the terms and conditions stipulated in the contract, the Performance Security Deposit of the Agency will be liable to be forfeited by this Office besides annulment of the contract.

8. The personnel during the course of their work, shall be privy to certain classified documents and information the details of which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for penal action under IPC, Cr.P.C. or any other relevant provision besides, action for breach of contract.
9. The Agency shall raise the bill, in triplicate, along with attendance sheet of the personnel deployed by the 3rd of the succeeding month. The concerned office/officer will send the bills duly verified to the Finance & Accounts Dvn. of the IBBI, 7thFloor, Mayur Bhawan, Connaught Circus, New Delhi-110001 for payment. As far as possible the payment will be released within a period of 15 days after verification of the bill.
10. The Claims in bills regarding Employees State Insurance, Provident Fund, and GST etc. should be necessarily accompanied with documentary proof pertaining to the previous month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till the proof is furnished, at the discretion of the IBBI. The copies/ tax receipts/ tokens deposited in respective authorities should be submitted to this office on a monthly basis.
11. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue for the same shall be the IBBI Office, 7thFloor, Mayur Bhawan, Connaught Circus, New Delhi-110001. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated / appointed by the Whole-Time Member / Executive Director, The Insolvency and Bankruptcy Board of India.
12. The INSOLVENCY AND BANKRUPTCY BOARD OF INDIA, 7th Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001 reserves the right to withdraw/ relax any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered at any stage.
13. The IBBI reserves the right to accept or reject any / all tender(s) without assigning any reasons.

F. TERMS AND CONDITIONS OF THE CONTRACT OF MANPOWER

1. The work shall be done on all working days and payment will be made on the basis of attendance of persons, and pro-rata deduction shall be made in case absence of any person on any day/part of the day.
2. The working hours will be from 0930 hours to 1800 hrs daily, with ½ hrs lunch time break.
3. The relationship between the IBBI and the contractor/bidder would be that of the Customer and a Service Provider and none of the employees or agent of the contractor/bidder shall ever be deemed to have been the employee of the IBBI. The contractor/bidder shall explain this nature of relationship to all his employees or agents before deploying them for services to be rendered to the IBBI. As a token of their agreement for such a relationship, a signed declaration from the employee/agent

shall be obtained by the contractor/bidder and be produced as and when called upon to do so by the IBBI.

4. All existing statutory regulations of both the State as well as the Central Government, as applicable, should be strictly adhered to by the Service Provider and paid by him in time on his own account. The evidence of compliance to this effect shall be submitted to the IBBI by the contractor/bidder every month along with the bill, failing which the payment of the bill may be withheld or stopped. The IBBI will, in no way be responsible for or associate itself with payment of any statutory liabilities or the salary paid or payable to the manpower deployed by the contractor/bidder. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
5. The service provider is responsible for payment of monthly salary including leave salary, bonus, gratuity etc. to the personnel as applicable to them under law. The Service provider should ensure that salaries are paid in time every month.
6. The contractor/bidder should ensure that the salaries/wages are paid to the workers on 7th of every month without deduction of service charge of any kind from minimum wages. Only statutory deduction should be made from the payment made to the work force deployed. The contractor/bidder shall be liable to submit along with the bills certified copies of Bank pass books reflecting therein entries of the payment made to the staff deployed in accordance with the Minimum Wages Act prescribed by the Govt. Bills not accompanied with the copies of the pass books shall not be entertained for payment. Non-compliance to this effect may even lead to termination of services and agreement thereof.
7. **Rate of Agency charges should be quoted in percentage (%age) only. Quotations mentioning rate of Administrative / Agency charges in any other form shall not be considered at all.**
8. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute staff for the period beyond three working days by the agency shall be deducted from the monthly bills of the service provider in the following month.
9. The tenderer will be bound by the details furnished by him to IBBI while submitting the tender or at subsequent stage. In case, any of such documents furnished by him is found to be false at any stage, it would be deemed to be a breach of terms of contract making him liable for legal action besides termination of contract.
10. The contractor/Service Provider shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party.
11. All damages caused by the deployed personnel to the property of the IBBI shall be recovered from the Service Provider.
12. The contractor/bidder shall be duty bound to immediately replace any staff whose services are not found satisfactory by IBBI. In case any MTS is absent, the contractor should provide an immediate substitute failing which the payment will be deducted accordingly.
13. IBBI will not involve in any dispute between the service provider and workers/employees of the service provider.
14. Notwithstanding anything contained herein, IBBI reserves the right to terminate the services of the Contracting Agency/Service Provider at any time after giving a notice

of one month. The letter communicating such termination of the contract shall be served on the contractor/bidder in person or by e-mail or by registered post at the address mentioned in the contract or at the last known address.

15. The number of staff (Office Assistant / Multi Tasking Staff) may increase or decrease on requisition of the IBBI. The scope of the work for the manpower (Office Assistant / Multi Tasking Staff) to be deployed will be as per Schedule – I. However, they are also required to perform any other work assigned to them by the officer / Supervising Authority from time to time.
16. The persons supplied by the Service Provider should not have any adverse police records/criminal cases against them. The service provider should make adequate enquiries about the character and antecedents of the persons provided for executing outsourced services. The Service Provider should obtain a Police Verification Report and keep it on record.
17. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, MTS arrangements, administrative/organizational matters as all are confidential/ secret in nature.
18. The service provider's personnel should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of the IBBI. The service provider shall be responsible for any act of indiscipline or otherwise on the part of persons deployed by him.
19. The Service Provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, tobacco, gutka, smoking, loitering without work etc.
20. The Minimum Wages paid to the service provider will be the amounts notified under Minimum Wages Act by the Competent Authority (Govt. Of NCT/Delhi). Whenever the wages/statutory payments are enhanced or reduced by notification the service provider shall bring the same to the notice of the IBBI. If it is found that the service provider has paid wages to any worker lower than the minimum wages notified by the Competent Authority then the contract is liable to be terminated.
21. In case any deployed person is asked to work beyond the normal duty hours, he/ she shall be entitled to overtime allowance as applicable and provided under the Minimum Wages Act, 1947, the Delhi Shops and Establishment Act, 1954, and notifications issued thereunder from time to time.
22. In case any person is called to office on closed holiday, he / she shall be paid wages as applicable and provided under the Minimum Wages Act, 1947, the Delhi Shops and Establishment Act, 1954, and notifications issued thereunder from time to time.
23. Tender fee / cost of tender document of Rs.1000/- is required to be submitted in the form of Account Payee Demand Draft in favour of "THE INSOLVENCY AND BANKRUPTCY BOARD OF INDIA" payable at New Delhi from any nationalized / scheduled bank of India authorized to conduct Government business.
24. Tender fee (DD in original) must be submitted in a separate envelope marked "TENDER FEE AGAINST TENDER ENQUIRY NO. _____ date _____, along with the tender documents, and should reach to office of The Insolvency and Bankruptcy Board of India, 7th Floor, Mayur Bhawan, Connaught Circus, New Delhi – 110 001 on or before 21.12.2017 at 1500 hrs.
25. Tenders received through e-mail will not be accepted.
26. Cost of tender documents is not refundable.
27. On the backside of the Demand Draft, the tenderer should write their firm's name, address along with Tender No. and date.

28. The tenderer shall comply with all applicable laws, Ordinance, Rules & Regulations including the provisions of Contract Labour (Regulation & Abolition) Act, 1970, EPF Act, 1953, ESI Act, 1948, Payment of Wages Act 1936 and Workmen's Compensation Act, 1923 and all other applicable labour laws in respect of this contract and shall bear at his own cost all charges and levies and deposits in connection therewith.
29. The tenderer shall comply with all the provisions of the Minimum Wages Act, 1948, and Contract Labour (Regulation and Abolition) Act, 1970, Employees Provident Fund & Misc. Provision Act, 1952 and ESI Act, 1948, as amended from time to time and Rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time and shall continue to have valid PF Account No. and ESI Registration No. till actual completion of the contract. The tenderer shall provide by 10th of every month a monthly statement along with challans showing recoveries of contribution and proof of remittance of provident fund contribution to RPFCS ESI contribution to ESI Corporation etc., in respect of workers engaged for deployment to the IBBI. The IBBI reserves the right to withhold amount from the running account payments, if PF / ESI contributions are not paid by the tenderer and proof to that effect have not been produced regularly on the due date.
30. The tenderer shall take at his own cost, necessary insurance cover in respect of staff and other personnel to be deployed or engaged by him in connection with the aforementioned services to be rendered to the IBBI and against all claims, damages or compensations payable under workmen's Compensation Act, 1923 or any modification thereof. The insurance policy shall be kept alive till the officer-in-charge permits and agrees to it. The tenderer shall comply with all relevant labour laws as applicable or as may be mentioned during the contract period and shall indemnify IBBI against all acts / omissions, fault, breaches and /or any claim or demand, loss, injury and expenses to which IBBI may be party or involved as a result of tenderer's failure to comply with the obligations under the relevant act / law which the tenderer is bound to follow.
31. Extra wages for overtime: When a worker works in IBBI for more than nine hours on any day or for more than forty-eight hours in any week, he shall in respect of overtime work, be entitled to wages at double the ordinary rate of wages.
32. The service provider shall arrange for a substitute well in advance if there is any probability of a person leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
33. The IBBI shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
34. The contractor/Service Provider shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged and this office shall not be liable for any damages or compensation to any personnel or third party. If the IBBI suffers any loss or damage on account of negligence, default or theft or otherwise due to any act of omission/commission of the employee/agents of the service provider, then the service provider shall be liable to reimburse the IBBI for the same. The service provider shall keep the Board fully indemnified against any such loss or damage. The amount of loss so quantified shall be adjusted against any bills pending for payment to the service provider. If the amount is more than the pending bill(s), it will be recovered from the Performance Security Deposit of the contractor / Service Provider.

35. If any excess payment is made to the contractor / Service Provider by the IBBI or excess amount claimed by the contractor / Service Provider, the same will be recovered from Performance Security Deposit or from the running bills after serving the account bills / statement at the sole discretion of the IBBI.
36. The agreement can be terminated by either party by giving one month's notice in advance. If the service provider fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any other amounts due to the Service Provider shall be forfeited.
37. The service provider shall not assign, transfer, pledge or sub contract the performance of service without the prior written consent of IBBI.
38. If any false/incorrect/wrong/inconsistent/suppressed/part information is noted and has been provided/not provided (as the case may be) by the service provider under this agreement or leading to this agreement, it shall render this agreement liable to be cancelled.
39. Any change in the constitution or ownership of the Service Provider / contractor shall be notified forthwith by the contractor in writing to THE INSOLVENCY AND BANKRUPTCY BOARD OF INDIA, New Delhi and such change shall not relieve any former member of the concern from any liability under the contract. No new person shall be accepted into the concern by the contractor in respect of this contract unless he/they agree to abide by all the instructions and terms and conditions of the contract.
40. Any change in staff deployed of the contractor must be informed to the IBBI, 7th Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001.
41. The IBBI, New Delhi reserves the right to reject any particular personnel employed by the contractor without assigning any reason thereof. Such staff will have to leave the premises of IBBI at short notice and shall be replaced by the contractor by a suitable substitute. The contractor shall furnish a detailed list of employees along with their addresses, photo identity proof to the IBBI, 7th Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001 within a period of two days after signing the contract with the IBBI.
42. In the event of instances of the gross misbehaviour, theft, burglary, moral turpitude, misuse of the occupied area, breach of a contract, unsatisfactory services etc. by the contractor or by any staff/agent of the contractor, the IBBI, New Delhi may forthwith terminate this contract summarily.
43. All disputes arising out of this contract shall be subject to the jurisdiction of Courts of New Delhi.
44. The contractor is liable for payment of penalty at the discretion of the IBBI up to a maximum of Rs. 1000/- (Rupees one thousand only) per instance of poor services, inadequate staff, use of the office properties by the personnel employed by the contractor etc. and/or for non-compliance of any terms of the contractor and the same shall be recoverable from the bills payable to the contractor. This applies to all the work covered in this contract.

Sd/-

**(UMESH KUMAR SHARMA)
DY. GENERAL MANAGER,
INSOLVENCY AND BANKRUPTCY BOARD OF INDIA,
7TH FLOOR, MAYUR BHAWAN,
CONNAUGHT CIRCUS, NEW DELHI – 110 001**

SCHEDULE - I**SCOPE OF WORK OF THE OUTSOURCING MANPOWER****FOR OFFICE ASSISTANT (OA)**

1. The candidate should be minimum Graduate.
2. The candidate should have typing speed of minimum 40 w.p.m.
3. He / she should be able to operate electronic data processing equipment.
4. He / she should be able to manage properly files / project work / cases.
5. He / she should be able to work under pressure and maintain a professional demeanour.
6. He / she should be well conversant with the day to day functioning of an office and should also be well conversant with computers and essentially well trained in MS Office, Excel, Power Point, internet, etc.
7. The candidate should be able to provide secretarial support, as and when required.
8. He / she should be able to access files through knowledge of computer terminal and manual file system.

DESIRABLE

- a) Diploma / Certificate in Office Management.
- b) Diploma / Certificate in Computer Application.

FOR MULTI TASKING STAFF

1. The personnel to be deployed should have sound physical fitness, good physique, moral character, experience and training to handle any type of staff work.
2. Proper uniform and identification cards must be provided to the Multi Tasking Staff.
3. The minimum qualification of the Multi Tasking staff shall be 10th pass/Matriculation.
4. The contractor/bidder shall provide Multi Tasking Staff having a fair knowledge of reading and writing both English and Hindi. The MTS should be willing to work till late hours.
- 5) The MTS deployed should have the ability to handle modern office equipment such FAX, XEROX, BINDERS, etc.

DUTIES OF MULTI TASKING STAFF:

The personnel to be deployed by Contractor shall undertake all types of work viz,. general cleanliness of the office (excluding sweeping and toilet cleaning), non- clerical work, watch and ward duties, outdoor work such as delivery of dak files, regular dusting / cleaning of office furniture (table and chairs) and office equipment, telephone & book cases, filing cabinets, almirahs, doors, windows, Attending to Senior Officers and other misc. works like shifting of goods / office furniture / locking and unlocking the office, rooms and halls in the morning / evening etc. and any other work assigned to them by the office/superior authority from time to time.

EMERGENCY WORK/ WEEKEND WORK:

The Contractor shall provide the required Multi Tasking Staff to this office as and when required by the Board. He shall also provide Multi Tasking Staff on Sunday and any other Gazetted Holidays, if required by the Board.

ANNEXURE-I**TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

FOR PROVIDING OFFICE ASSISTANTS AND MULTI TASKNG STAFF IN THE OFFICE OF INSOLVENCY AND BANKRUPTCY BOARD OF INDIA, 7th FLOOR, MAYUR BHAWAN, CONNAUGHT CIRCUS, NEW DELHI – 110 001.

S.No.	Particulars	Page No.
1.	Name and address of bidder/ Tendering Company/ Firm/ Agency (Attach certificates of registration)	
2.	Name of Authorised Signatory	
3.	Name(s) of proprietor/Director(s) of Company/Firm/Agency	
4.	Full Address of Registered Office with Telephone No., FAX and E-Mail	
5.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail with name of the Contact Person(s) and Mobile No. to whom all reference shall be made.	
6.	Banker of Company/Firm/ Agency with full address (Attach certified copy of statement of A/C for the last three financial years)	
7.	PAN/GIR No. (Attach attested copy)	
8.	GST Registration No. (Attach attested copy)	
9.	E.P.F. Registration No. (Attach attested copy)	
10.	E.S.I. Registration No. (Attach attested copy)	

11.	Documents showing completion of at least one service of value not less than Rs.20 Lakh per annum or 2 contracts of Rs. 10 lakh each per annum related to provision of similar services in a single contract during the last three years.																		
12.	Labour Department Regn. No. with evidence																		
13.	<p>Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of Government Departments, PSUs and other Private sector, during the last three years in the following format. (Attach copies).</p> <table border="1"> <thead> <tr> <th>Sr. No.</th> <th>Details of client alongwith address, telephone and Fax numbers.</th> <th>Amount of Contract. (Rs. Lakhs)</th> <th>Duration of Contract. From to</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>(If the space provided is insufficient, a separate sheet may be attached.)</p>	Sr. No.	Details of client alongwith address, telephone and Fax numbers.	Amount of Contract. (Rs. Lakhs)	Duration of Contract. From to														
Sr. No.	Details of client alongwith address, telephone and Fax numbers.	Amount of Contract. (Rs. Lakhs)	Duration of Contract. From to																
14.	Income declared in I.T. returns for F.Y. 2014-15, 2015-16 & 2016-17 (enclose copy of I T Returns acknowledgement for the relevant assessment years).																		
15.	Total Turnover of the business in F.Y. 2014-15, 2015-16 & 2016-17 (Attach copy of Audited B/S for A.Y. 2014-15, 2015-16 & 2016-17).																		
16.	Affidavit stating that the agency is / has not been blacklisted by Central / State Government / PSU etc. in any of its previous contracts (Attach copy)																		
17.	Declaration about Fraud and corrupt practices (Duly signed & attested as per the format given in Annexure-III of the Tender Document.																		
18.	<p>Details of Earnest Money Deposited: DD No.....Dated.....</p> <p>Amounts:Rs..... Drawn on Bank....., New Delhi.</p>																		

DECLARATION

I, _____ Son / Daughter / Wife
of Shri _____ Proprietor/Partner/Director,
authorized signatory of the Company/Agency/ Firm, mentioned above, am competent to sign
this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;
3. I / we hereby declare that my firm has not been blacklisted / disqualified / debarred by any Govt. / Semi-Govt. Department / Agency.
4. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides incurring liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:
Place:

ANNEXURE- II**FINANCIAL BID**

(To be kept in a separate sealed envelope)

FOR PROVIDING OFFICE ASSISTANTS AND MULTI TASKING STAFF IN THE OFFICE OF INSOLVENCY AND BANKRUPTCY BOARD OF INDIA, 7th FLOOR, MAYUR BHAWAN, CONNAUGHT CIRCUS, NEW DELHI – 110 001.

1. Name and address (with telephone no. & fax no. / e-mail) of tendering Service Provider Company / Firm/ Agency :

Sr.No.	Particular	Rate
1.	Rate of Administrative Charges / Agency Charges should be indicated in percentage of wages	

- Note :
- The wages shall not be less than the Minimum Wages prescribed by the Govt. of NCT of Delhi from time to time. Contribution in ESI, EPF and payment of GST shall be done as per prescribed rates as amended from time to time
 - Rate for Agency / Service charges should be quoted in percentage terms only. Quotation mentioning rate of Administrative / Agency charges in any other form shall not be considered at all.
 - Bids with 'NIL' or 'Complementary Administrative /Agency Charges' shall also not be considered.
 - Administrative / Agency charges shall remain fixed during the currency of the contract including extended currency of the contract.
 - DEDUCTIONS: Income tax as applicable shall be deducted at source by the IBBI. The Service Providing Company/Agency/Firm shall be responsible for meeting out all the tax obligations as per Rules of various Government Departments.
 - The rates quoted by the tendering Agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract. Therefore, all the charges statutory or otherwise to be borne by the Service Provider should be given separately.
 - The payment shall be made on conclusion of the calendar month only on the basis of duties performed by the Service Providing Company/Agency/Firm during the month.

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case, any deviation is found in the above statement at any stage; I/We will be blacklisted and will not have any dealing with the IBBI in future.

Signature of authorized person
Full Name:
Seal:

Date:
Place:

DECLARATION AGAINST FRAUDULENT AND CORRUPT PRACTICES

We, M/s. _____ certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority on a judicial pronouncement or arbitration award, nor have been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We, M/s. _____ declare that;

a. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice as defined in Section-C of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprises or any Government, Central or State;

and

b. We, M/s. _____ hereby certify that we have taken steps to ensure that in conformity with the provisions against Fraudulent and Corrupt practices, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We, M/s. _____ certify that in regard to any matters, we or any of our associates have not been convicted by a Court of law or indicated of adverse orders passed by any regulatory authority, which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.

We, M/s. _____ further certify that with regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of law.

We, M/s. _____ further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Partners/ Managers/ Employees.

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the concern, M/s. _____ shall be blacklisted and shall not have any dealing with the IBBI in future.

(Signature of Authorized Person)
Seal

Date :
Place :