

No. M-12011/13/PLFS – 2018/East
Government of India
Ministry of Statistics and Programme Implementation
National Sample Survey Office
(Field Operations Division)

Sankhyiki Bhawan,
GPOA Building, CBD, Shahdara,
Near District Court Karkardooma
Delhi-110032

e- NOTICE INVITING TENDER

On behalf of President of India, e-Tenders are invited through Central Public Procurement Portal (CPPP) www.eprocure.gov.in in 'Two-bid' system with Technical and Financial bids separately from reputed, experienced and financially sound Manpower Supplying Agencies.

2. The selected agency is required to provide suitable manpower, for field operations of different surveys of National Sample Survey Office (NSSO) under Ministry of Statistics and Programme Implementation, Government of India on purely contract basis. The tentative requirement of manpower, under different categories, is:

Purpose	Zone Name	Manpower Type and Required Number			Total
		Field Officers	Field Investigators	Admn. Staff	
To conduct various surveys (Data collection, supervision and administrative work)	East Zone	30	90	20	140

3. The requirement of the manpower may substantially change (increase or decrease) as per the requirement for various existing surveys and addition of new surveys.

4. The field work of the survey will be operationalized from Regional/Sub-Regional offices of NSSO located throughout the FOD Zone. The list of offices where contractual personnel are required for each category of Field Personnel and Administrative Staff may be seen at Section 3 Scope of Work of the RFP document, which is available on Ministry's website at www.mospi.gov.in as well as www.eprocure.gov.in. Interested agencies capable of supplying required personnel may submit their tenders complete in all respect along with supporting documents in respect of their proven experience in supply of personnel to Government / Semi-Government / Public limited company.

5. The contract with the Agency found suitable will initially be for a period of one year from the award of work order and extendable maximum up to 2 (two) years, with annual increase of 4.5% in the agency charge subject to the satisfactory performance of the work. The requirement of manpower may increase or decrease during the period of contract depending upon the need of the Survey.

6. The interested agencies may submit their tender document complete in all respects along with Earnest Money Deposit (EMD), (except those who are registered with the Central Purchase

Forshanty

Organisation, National Small Industries Corporation (NSIC) or Ministry of Statistics and Programme Implementation) refundable without interest, in the form of Demand Draft/Pay Order, Fixed Deposit Receipt, banker's cheque or bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of Pay and Accounts Officer, MoSPI, New Delhi or hypothecated in favour of PAO, MoSPI, New Delhi. The details are mentioned in section 4 of RFP document.

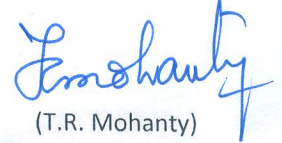
7. The tender will comprise of Technical as well as Financial bids separately. Tender and relevant documents may be seen of the Ministry's website www.mospi.gov.in, as well as www.eprocure.gov.in. Submission of Bids will be only through www.eprocure.gov.in within specified date indicated in the details available on the website. Manual submission is not acceptable. However, it is the responsibility of the bidder that EMD in original or self-certified copy of exemption certificate/ document must reach the office of Deputy Director General, FOD, on the address, subscribing on the envelope "Tender for providing manpower for survey of NSSO".

Deputy Director General
Field Operation Division (HQ)
National Sample Survey Office
Ministry of Statistics and Programme Implementation Sankhyiki Bhawan,
GPOA Building, CBD, Shahdara,
Near District Court Karkardooma,
Delhi- 110032

8. Any further information related to tender will be issued only through the website of Ministry and CPP portal.

9. NSSO reserves the right to cancel the tender at any stage without assigning any reason.

10. GFR-2017 and GOI's Manuals/Guidelines on procurement are integral part of RFP.



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सत्यमेव जयते

**Selection of Agency for Providing Manpower on Contract
Basis for the Required Augmentation of Available Staff for
Surveys of NSSO (East Zone)**

Request for Proposal (RFP)



**National Sample Survey Office
(Field Operations Division)**

Ministry of Statistics and Programme Implementation
Government of India

Sankhyiki Bhawan,
GPOA Building, CBD Shahdara,
Delhi-110032

Disclaimer

This Request for Proposal (RFP) is issued by National Sample Survey Office (NSSO), Ministry of Statistics and Programme Implementation, Government of India for selection of agency, to provide the manpower on contract basis for conducting various surveys.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither NSSO, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, rationality or wholeness of, or for any errors, omissions or misstatements, negligent or otherwise, information contained herein, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of NSSO. It does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation, the regulatory regime which applies thereto and by and all matters pertinent to the assignment and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the engagement.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the Manpower Services requirement. Such statements, estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of NSSO, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

NSSO shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of NSSO in selecting the Agency who qualifies through this RFP shall be final and NSSO reserves the right to reject any or all the bids without assigning any reason. NSSO further reserves the right to negotiate with the selected Agency to enhance the value through this engagement and to create a more amicable environment for the smooth execution of the engagement.

Abbreviations

Acronym	Definition
Admn. Staff	Administrative Staff
CAPI	Computer Assisted Personnel Interviewing
DA	Daily Allowances
DDG	Deputy Director General
EMD	Earnest Money Deposit
EPF	Employee Provident Fund
ESI	Employees' State Insurance
FDR	Fixed Deposit Receipt
FI	Field Investigator
FO	Field Officer
FOD	Field Operations Division
GFR	General Financial Rules (Government of India)
GoI	Government of India
GST	Goods and Services Tax
JSO	Junior Statistical Officer
MoSPI	Ministry of Statistics and Programme Implementation
MS	Microsoft
NIT	Notice Inviting Tender
NSIC	National Small Industries Corporate
NSSO	National Sample Survey Office
PAN	Permanent Account Number
PAO	Pay and Accounts Officer
PLFS	Periodic Labour Force Survey
PSU	Public Sector Undertaking
RFP	Request for Proposal
RO	Regional Office
SRO	Sub-Regional Office
SSO	Senior Statistical Officer
SSS	Subordinate Statistical Service
TA	Travel Allowances
TAEC	Tender Technical Evaluation Committee
TDS	Tax Deduction at Source
UDC	Upper Division Clerk
ZO	Zonal Office

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4. The field work of the survey will be operationalized from Regional/Sub-Regional offices of NSSO located throughout the FOD Zone. The list of offices where contractual personnel are required for each category of Field Personnel and Administrative Staff may be seen at Section 3 Scope of Work of the RFP document, which is available on Ministry's website at www.mospi.gov.in as well as www.eprocure.gov.in. Interested agencies capable of supplying required personnel may submit their tenders complete in all respect along with supporting documents in respect of their proven experience in supply of personnel to Government / Semi-Government / Public limited company.

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Organisation, National Small Industries Corporation (NSIC) or Ministry of Statistics and Programme Implementation) refundable without interest, in the form of Demand Draft/Pay Order, Fixed Deposit Receipt, banker's cheque or bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of Pay and Accounts Officer, MoSPI, New Delhi or hypothecated in favour of PAO, MoSPI, New Delhi. The details are mentioned in section 4 of RFP document.

7. The tender will comprise of Technical as well as Financial bids separately. Tender and relevant documents may be seen of the Ministry's website www.mospi.gov.in, as well as www.eprocure.gov.in. Submission of Bids will be only through www.eprocure.gov.in within specified date indicated in the details available on the website. Manual submission is not acceptable. However, it is the responsibility of the bidder that EMD in original or self-certified copy of exemption certificate/ document must reach the office of Deputy Director General, FOD, on the address, subscribing on the envelope "Tender for providing manpower for survey of NSSO".

Deputy Director General
Field Operation Division (HQ)
National Sample Survey Office
Ministry of Statistics and Programme Implementation Sankhyiki Bhawan,
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10. GFR-2017 and GOI's Manuals/Guidelines on procurement are integral part of RFP.

(T.R. Mohanty)
Deputy Director General
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1. Introduction

1.1. Bidding Data Sheet

RFP Issuing Authority	Field Operations Division, National Sample Survey Office (NSSO), Ministry of Statistics and Program Implementation (MoSPI), Government of India
Name of the Project Work	Request for Proposal for Selection of Agency to Provide Manpower on Contract Basis for the Required Augmentation of Available Staff for Surveys of NSSO (East Zone)
Date of publishing of e-Notice Inviting Tenders (NIT)	24 July 2018
Tender Reference No	No. M-12011/13/PLFS – 2018/East
Place of availability of Tender Documents (RFPs)	Ministry's website www.mospi.gov.in as well as www.eprocure.gov.in
Place of uploading of response to Tender	www.eprocure.gov.in
Cost of Tender Documents	Free of Cost
Tender processing fee	Free of Cost
Last date for purchase of RFP document	One day before bid submission date
Earnest Money Deposit (EMD)	EMD amount is mentioned in the Section 4.8 EMD. The EMD will be refundable without interest and will be in the form of Demand Draft/Pay Order, Fixed Deposit Receipt, banker's cheque or bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of Pay and Accounts Officer, MoSPI, New Delhi or hypothecated in favour of PAO, MoSPI, New Delhi.
Address for sending the EMD	Deputy Director General, Field Operation Division (HQ), National Sample Survey Office, Ministry of Statistics and Programme Implementation Sankhyiki Bhawan, GPOA Building, CBD, Shahdara, Near District Court Karkardooma, Delhi- 110032
Address to send Pre bid queries	Deputy Director General, Field Operation Division (HQ), National Sample Survey Office, Ministry of Statistics and Programme Implementation Sankhyiki Bhawan, GPOA Building, CBD, Shahdara, Near District Court Karkardooma, Delhi- 110032 Email id: hq.e2-fod@gov.in

Request for Proposal for Selection of Agency for Providing Outsourced Manpower Service

Nature of bid process	Two bid system (simultaneous receipt of separate technical and financial bids)
Last Date for Submission of written questions by bidders for clarification on NIT	2 nd August 2018 15:00
Date and Time of Pre- bid conference	3 rd August 2018 15:00
Venue for Pre-bid meeting	Field Operation Division (HQ), National Sample Survey Office, Ministry of Statistics and Programme Implementation, Sankhyiki Bhawan, GPOA Building, CBD, Shahdara, Near District Court Karkardooma, Delhi- 110032
Last date and time for submission of e-Tender (only through eprocure.gov.in)	14 th August 2018 15:00
Validity of Proposal/Bid	180 Days from the Last Date of Submission of the Bid
Method of Selection	Least Cost System - LCS
Date and Time of Opening of Technical bid	16 th August 2018 11:00
Date and Time of Opening of Commercial bids	27 th August 2018 15:00
Address for communication	National Sample Survey Office (Field Operations Division) Ministry of Statistics and Programme Implementation Government of India Sankhyiki Bhawan, GPOA Building, CBD Shahdara, Delhi-110032

Note

- NSSO (National Sample Survey Office) reserves the right to change any schedule of bidding process.
- The changes in the schedule will be intimated to the qualified Bidders through email or Telephone.

1.2. Objective of the RFP

The primary objective of this RFP is to solicit proposals from the pre-qualified bidders, for participation in a bid process for selection of agency, to provide suitable manpower purely on contract basis to NSSO for field operations of different surveys in the respective FOD zone.

The selected Agency will be responsible for providing the necessary manpower as outlined in the scope of work of this RFP to NSSO for period of one year from the award of work order and extendable maximum up to two years subject to the satisfactory performance of the work, one year at a time at the option of NSSO. NSSO is looking forward to accomplish the work as outlined in this RFP as per Industry best practices. The RFP intends to bring out the details with respect to scope of work that are deemed necessary to share with the interested bidders.

2. NSSO Introduction

2.1. About NSSO

The National Sample Survey Office (NSSO) under the Ministry of Statistics and Programme Implementation is broadly responsible for conduct of large scale sample surveys throughout India on various socio-economic subjects of interest to Government on yearly basis. The organization also conducts surveys on agricultural statistics; Annual Survey of Industries; price collection, etc. The field work of collection of data on sample basis, through scientifically designed structured schedules of inquiries, is done by the Field Operations Division (FOD) of the NSSO through its network of offices located throughout the country

2.1.1. The NSSO organizational Structure:

- Survey Design and Research Division (SDRD):** This Division, located at Kolkata, is responsible for technical planning of surveys, formulation of concepts and definitions, sampling design, designing of inquiry schedules, drawing up of tabulation plan, analysis and presentation of survey results.
- Field Operations Division (FOD):** The Division, with its headquarters at Delhi/Faridabad and a network of six Zonal Offices, 53 Regional Offices and 116 Sub-Regional Offices spread throughout the country, is responsible for the collection of primary data for the surveys undertaken by NSSO.
- Data Processing Division (DPD):** The Division, with its headquarters at Kolkata and 6 other Data Processing Centers at various places, is responsible for sample selection, software development, processing, validation and tabulation of the data collected through surveys.
- Co-ordination & Publication Division (CPD):** This Division, located at New Delhi, coordinates all the activities of different Divisions of NSSO. It also brings out the bi-annual journal of NSSO, titled "Sarvekshana", and organizes National Seminars on the results of various Socio-economic surveys undertaken by NSSO.

ABOUT NSSO

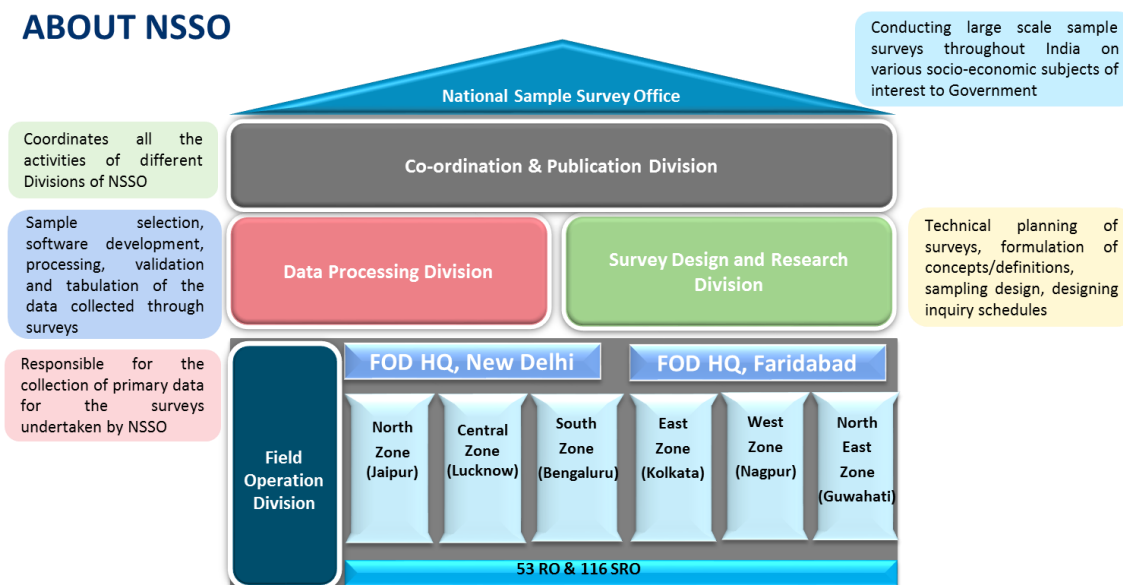


Figure 1: NSSO Organization Structure

2.2. Vision and Objectives

Vision: To be best and most innovative national statistical system in the world

To make available reliable and timely statistics and to undertake regular assessment of data needs for informed decision making

To provide leadership and coordination to ensure harmonious, efficient and integrated functioning of all the elements of the National Statistical System

To cater to the emerging data needs in a dynamic socio-economic context, to reduce respondent burden and to avoid unnecessary duplication in data collection and publication

To ensure and strengthen trust and confidence of all stake holder in the National Statistical System by maintaining confidentiality of data providers and promoting integrity and impartiality of all elements of official statistics

To adopt and evolve standards and methodologies for statistics generated by various elements of the National Statistical System and to steer its development for further improvement and bridging data gaps

To participate and contribute actively in all international initiatives and to support development of Statistical System around the world

3. Scope of Work

The Scope of Work (SoW) contains the expectations of NSSO from the agency with respect to providing the manpower on contract basis. It also contains the job description of the required human resources, approximate initial count of manpower requirement in FOD zone, the details of the minimum qualification and experience of the desired human resources and the details of locations/offices in the country where these contractual resources would be deployed.

3.1. Background Information

The National Sample Survey Office (NSSO) under the Ministry of Statistics and Programme Implementation is broadly responsible for conduct of large scale sample surveys throughout India on various socio-economic subjects of interest to Government on yearly basis. The organization also conducts surveys on agricultural statistics; Annual Survey of Industries; and Rural & Urban Price Collection, etc.

The field work of collection of data on sample basis, through scientifically designed structured schedules of inquiries, in scientifically selected samples (household or enterprises), is done by the Field Operations Division (FOD) of the NSSO through its network of offices located throughout the length and breadth of the country. The FOD has its Headquarters located at New Delhi and Faridabad; **6** Zonal Offices; **53** Regional Offices, and; **116** Sub-Regional Offices spread throughout the country.

The primary field work relating to collection of data in socio-economic surveys, price collection schemes, urban frame survey, etc. is done by a cadre of officers called Junior Statistical Officers (JSOs), recruited through Staff Selection Commission (SSC), a Government Organisation responsible for recruitment to subordinate posts in Government of India. The supervision of the data collected by the primary field staff is done by the supervisory staff of FOD called Senior Statistical Officers (SSOs) consisting of officers promoted from the level of JSO. JSOs and SSOs together constitute the SSS (Subordinate Statistical Services) cadre. Apart from the technical work related to the survey, the administrative work of the Division is done by the clerical/secretarial personnel called Ministerial Staff.

In connection with the field operations of its Surveys (household and enterprise surveys) and data collection work of other surveys/schemes, from time to time, NSSO requires additional manpower with suitable educational qualification and experience for meeting the manpower requirement of ongoing, additional or ad-hoc surveys as well as for any other work undertaken by NSSO requiring augmentation of existing manpower.

For its surveys/scheme, the collection of data is done by NSSO from selected households, enterprises, markets etc. in rural and urban areas of the country by using paper schedule or hand-held devices viz. tablets (to be supplied by NSSO) for capturing data from the respondents. Part or full field work of the data collection, supervision and administrative support of these surveys are done by engaging contractual staff.

3.2. General Scope of Work

- NSSO intends to select and engage agency, in East FOD Zone, to assist NSSO in providing the augmented manpower for surveys on contract basis. The contractual staff will be used by NSSO for the field work related to the surveys including data collection, supervision and administrative support.
- The NSSO aims to engage personnel with requisite qualifications, age, experience, etc. for above purpose purely on contract basis for a specific and extendable period through the selected Agency. The persons to be engaged will support NSSO in the work like data collection, supervision and administrative support. The persons to be engaged, on contract basis, mainly for data collection would be designated as "Field Investigators" and those mainly for supervisory work would be designated as "Field Officers". The staff engaged on contract basis to perform functions of clerical/secretarial staff shall be called "Administrative Staff". The details of the expected routine work of the contractual staff and obligatory education qualification and skills are provided in section **3.4 "Job Description and Required Quantity"**.
- Manpower would be deployed in Regional Offices (ROs) and sub-regional offices (SROs) of NSSO throughout the country. The details of the locations where the manpower would be deployed are provided in the **section 3.6 "Manpower Deployment Locations"**. ROs will utilize the service of provided manpower for survey within their administrative jurisdiction (Regional as well as sub-regional offices).
- The contract with the Agency found suitable will initially be for a period of one year from the award of work order and extendable maximum up to two years subject to the satisfactory performance of the work. The NSSO, however, reserves right to terminate/curtail the contract at any time after giving one month's notice to the selected service providing Agency owing to deficiency of service, substandard quality of manpower deployed, breach of contract etc.
- The NSSO has initial requirement of personnel as detailed in **Section 3.4 "Job Description and Required Quantity"** which may substantially increase or decrease during the contract period with the increase and decrease in the item/work, for which the manpower is intended to be engaged.
- The various crucial dates relating to **"Tender for Selection of Agency to Supply Personnel for Surveys of NSSO"** are available in **section 1.1 "Bid data sheet"**. NSSO reserves the right to cancel the tender at any stage without assigning any reason.

3.3. Responsibilities of Selected Agency

- The Agency shall ensure that the individual personnel deployed in the NSSO conforms to the technical specifications of age, educational qualifications and experience prescribed at **Section 3.4 "Job Description and Required Quantity"** of the Tender Document.
- The Agency shall furnish the following documents in respect of the individual personnel who will be deployed at the concerned field offices of FOD before the commencement of work:
 - a. List of persons deployed;
 - b. Bio-data of the persons along with the certificates in respect of educational/professional qualifications etc.
 - c. Attested copy of matriculation certificate containing date of birth.
 - d. Certificate of verification of antecedents of persons by local police authority.
 - e. Detailed proof of identity like Aadhaar number, driving licence, bank account details, proof of residence and recent photograph of the personal deployed by the agency in NSSO.
 - f. Certification of Health of the personnel by Competent Medical Authorities.
- The Agency shall ensure that the personal deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.
- The Agency shall provide Photo Identity Cards to all the outsourced employees with a note in suitable form that the employee is personnel engaged for collecting data work for NSSO.
- The Agency shall be responsible for proper conduct of its personnel in NSSO office premises. In case of any loss/ damage, theft etc. to the property of NSSO which is caused by the personnel deployed by the Agency, the Agency will either be liable to make good the loss on the basis of the value of the property as determined by the NSSO or the same shall be recovered from the performance guarantee/ monthly payments due to the Agency.
- The Agency's personnel working with NSSO should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the Agency commit any act of omission/ commission which amounts to misconduct/ indiscipline/ incompetence, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work.
- The respective Agency shall replace immediately any of its personnel who is found unacceptable to the NSSO because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the concerned office of the NSSO. It will be the responsibility of the Agency to provide a suitable substitute within five working days. The delay in providing a suitable substitute beyond five working days would attract a penalty @ Rs. 1000/- per day per person on the second party.

- The personnel deputed to NSSO shall not be changed unilaterally by the Agency in any circumstances unless there is a specific consent/request from the concerned office of the NSSO in writing.
- Agency shall nominate a coordinator for FOD Hqrs/Zonal Offices, NSSO and for concerned Regional Offices, who will be responsible for interacting with NSSO in all matters related to staff outsourced by respective Agency including submission of bills, submission of certificates related to statutory authorities/ payments, providing replacements on time-bound basis. The coordinator will also be responsible for ensuring attendance of outsourced staff in FOD Hqrs., NSSO and in concerned Regional/Sub-Regional Offices.
- The Agency will be responsible to provide a suitable substitute in the event of absence of personnel for more than five working days due to reasons viz. illness, leaving the job due to his/her personal reasons etc. The delay in providing a substitute beyond five working days from the date of intimation to second party would attract a penalty @ Rs. 1000/- per day on the service providing agency.
- It will be the responsibility of the Agency to meet transportation, food, medical and any requirements in respect of the persons while travelling to join the concerned offices of NSSO and NSSO will have no liability in this regard.
- For all intents and purposes, the Agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the NSSO. The persons deployed by the Agency in the NSSO shall not have claims of any Master and Servant relationship against NSSO.
- The Agency shall be solely responsible for the redressal of grievance/ resolution of disputes for settlement of such issues whatsoever.
- The Agency will be responsible for compliance of all statutory provisions related to minimum wages, Provident Fund, and Employees State Insurance, Service Tax etc. in respect of persons deployed by it in the NSSO.
- The Agency shall also be liable for depositing all taxes, levis, cess etc. on account of service rendered by it to NSSO to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case the Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the NSSO is put to any loss/ obligation, monetary or otherwise, the NSSO will deduct the same from the monthly bills and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- The Agency shall maintain all statutory registers under the Law. The Agency shall produce the same, on demand, to the concerned authority of the NSSO or any other authority under Law.

- The Tax deduction at source (T.D.S.) shall be made as per the provisions of Income Tax Department/any other department, as amended from time to time and a certificate to this effect shall be provided to the Agency by the NSSO.
- The Agency shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required. The payment to personnel by the Agency would be made on or before 15th day of the following month. In case 15th day being a holiday, monthly remuneration should be paid on the preceding working day of the month.
- The Agency will ensure the remittance of the salary to the personnel deployed by them in NSSO through Bank Account and a copy of the bank statement will be furnished to the office concerned every month along with the bills for the subsequent month.
- The Agency will be responsible to submit the Proof of challan /receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund, ESI and proof of payment towards other statutory dues for previous months along with the bills of current month. Otherwise, a certificate from a Registered Chartered Accountant should be furnished quarterly to the effect that all statutory requirements are complied with in respect of staff outsourced by the Agency to NSSO. In case of any default, NSSO will deduct the dues and release the balance amount to the Agency.
- The NSSO shall not be responsible for any financial loss or other injury to any person deployed by Agency in the course of their performing the functions/ duties, or for payment towards any compensation.
- The persons deployed by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees of the NSSO during the currency and after expiry of the contract.
- In case of termination of this contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any continuation/absorption in the regular/ otherwise capacity in the NSSO.
- The Agency will be responsible for managing the leaves of the employees. The leaves should be managed in such a way that it will not hamper the NSSO's ongoing work related to the survey. The Agency will manage the leave facilities to contractual staff as per Government rules in vogue for the contractual staff hired through agency.

3.4. Job Description and Required Quantity

For its surveys/scheme, the collection of data is done by NSSO from selected households, enterprises, markets etc. in rural and urban areas of the country by using paper schedule or hand-held devices viz. tablets (to be supplied by NSSO) for capturing data from the respondents.

The selected agency will have to provide manpower under different categories viz. Field Investigators/Field officers/Administrative Staff mentioned in the table below.

The responsibilities to be owned by the deployed person, Age Criteria, Eligibility/Essential Qualifications, Desired Qualification and Work Experience required for each category is mentioned in the table below. The deployed manpower under different categories would be paid monthly remuneration by the agency as per the formula mentioned in **Section 3.5.Remuneration and Allowances Details. The Travel Allowances/Daily Allowances would be paid by NSSO directly to the deployed manpower.**

Name of the Post	Duties	Age Limit	Eligibility/Essential Qualification	Desirable Qualification/ Experience
(1)	(2)	(3)	(4)	(5)
Field Officers (FOs)	Exclusive supervision of the survey, coordinating with Regional Offices/Hqrs., imparting training and technical assistance to field staff and on the spot inspection of survey work. Examination of inspection notes, scrutiny of schedules and handling correspondence with RO/SRO/ Other Departments.	Up to the age of 40 years.	Candidate having Graduate Degree in any subject having studied at least a paper of Statistics or Economics or Mathematics or Social Science or Sociology or Psychology at Graduate level along with at least 2 (two) years of experience in Survey related work in Central Govt./ State Govt/ PSUs/Bank/Private Companies and good working knowledge of Computers	Candidates having experience of statistical work at supervisory level in Central Govt./State Govt./PSU would be preferred
		OR Up to the age of 70 years, provided being medically fit	OR Statistical Officers retired from Group – B (Gazetted) post having Grade Pay of a minimum of Rs.4,600/- under Central Govt./ State Govt. and having good working knowledge of computer. Retired Statistical Officers who might have drawn equivalent pay from PSU/Bank could also be considered.	OR Candidates having experience of data collection /supervision of statistical field surveys would be preferred

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Name of the Post	Duties	Age Limit	Eligibility/Essential Qualification	Desirable Qualification/ Experience
(1)	(2)	(3)	(4)	(5)
Field Investigators (FIs)	Field job of collection of data from households/enterprises using paper schedule electronic gadgets through Computer-Assisted Personnel Interviewing (CAPI) on various aspects in selected rural/urban samples through pre-designed schedules of inquiry.	Not exceeding 30 years. However, the upper age limit is relaxable by number of years served in NSSO Surveys as contractual investigator (maximum upto 10 years)	(a) Bachelor's Degree from a recognized university in any subject having studied at least a paper of Statistics or Economics or Mathematics or Social Science or Sociology or Psychology at Graduate level OR Bachelor's degree in any subject with 50% marks in Mathematics at 12th standard Level. AND (b) Knowledge of English and Local language (c) Knowledge of Computer applications like MS office etc. along with comfort in keying data through hand held devices.	Preference will be given to candidates having experience of field job of statistical surveys carried under Government Sector/PSU.
Administrative Staff	Administrative work relating to the Division	Upto the age of 40 years.	(a) 12th or Higher Secondary pass with very good proficiency in computer typing AND (b) Knowledge of Computer applications like MS office etc. along with comfort in keying data through hand held devices.	Bachelor Degree in any discipline from recognized University. Candidate having proficiency in typing and stenography both would be preferred.
		OR Upto the age of 70 years provide being medically fit	OR Officials retired at the level of UDC (Grade Pay of Rs.2,400/-) or equivalent under Central Govt./ State Govt./PSU/Bank with good knowledge of working of computers	OR Officials retired at Assistant /Higher levels would be preferred

Note:

- The NSSO is a Central Government office and follows five working days during the week (i.e. Monday to Friday) from 09:30 hrs to 18:00 hrs with a lunch break of ½ hour from 13:30 hrs to 14:00 hrs. Besides this, the NSSO also observes the Gazetted holidays notified by the Government of India from time to time. However, the working hours in the field may be rescheduled as per field requirement and personnel may have to report for work occasionally on weekend or holidays. No compensatory leave or allowance will be paid for these occasional duties.
- The workers supplied by the contactor shall adhere to the working time of each unit/office/location where they are employed.
- The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted. In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, proportionate deduction for one day will be made.
- The Agency will be responsible for managing the leaves of the employees. The leaves should be managed in such a way that it will not hamper the NSSO's ongoing work related to the survey. The Agency will manage the leave facilities to contractual staff as per Government rules in vogue for the contractual staff hired through agency.

Initial Requirement of Manpower in East Zone:

Zone Name	Manpower Type and Required Number			Total
	Field Officers	Field Investigators	Admn. Staff	
East Zone	30	90	20	140

3.5. Remuneration and Allowances Details

The proposed remuneration and other benefits to be given to the contractual staff for Survey of NSSO engaged through agency are given below:

Name of the Post	Monthly Remuneration * (Rs.) (including EPF, ESI and GST actual)	Travel Allowance/Daily Allowance
Field Officers (FOs)	21,300/-	a. A.C. Three tier fare by mail/express train or A.C bus fare for ordinary or express bus or actual fare whichever is less, subject to production of ticket, and b. Food entitlement Rs.225/- per day c. Hotel entitlement Rs.750/- per day d. Local travel in field Rs.150/- per day
Field Investigators (FIs)	19,590/-	a. A.C. Three tier fare by mail/express train or A.C bus fare for ordinary or express bus or actual fare whichever is less, subject to production of ticket, and b. Food entitlement Rs.225/- per day c. Hotel entitlement Rs.750/- per day d. Local travel in field Rs.150/- per day
Administrative Staff	19,590/-	a. A.C. Three tier fare by mail/express train or A.C bus fare for ordinary or express bus or actual fare whichever is less, subject to production of ticket, and b. Food entitlement Rs.225/- per day c. Hotel entitlement Rs.750/- per day d. Local travel in field Rs.150/- per day

Note:

- (*) The Monthly Remuneration includes the required mandatory payments like employers contribution towards EPF, ESIC & GST, etc.
- The Travel Allowances/Daily Allowances would be paid by NSSO directly to the deployed manpower.
- Remuneration indicated above for the manpower to be engaged through agency is sum of wages and mandatory payments of EPF, ESI and GST decided by the Ministry of Statistics and PI for initial period of contract and period extended, if any.
- Any increase in the TA/DA being paid, presently for NSSO surveys and wages mentioned above would be periodically reviewed and decided solely by the Ministry of Statistics and Programme Implementation only if considered necessary.
- To ensure compliance with minimum wages act, wages part/component of remuneration indicated in above would essentially be higher than the minimum wages for skilled/technical worker notified by the Govt.

3.6. Manpower Deployment Locations

East Zone: Zonal Office Kolkata

Sr. No	Regional Office	Sr. No	Sub Regional Office
1	MUZAFFARPUR	1	DARBHANGA
		2	MOTIHARI
		3	PURNIA
2	PATNA	4	BHAGALPUR
		5	GAYA
3	BURDWAN	6	BANKURA
		7	CHINSURAH
		8	MIDNAPUR
4	KOLKATA	9	HOWRAH
		10	BARASAT
5	MALDA	11	BEHRAMPUR
		12	SILIGURI
6	RANCHI	13	DUMKA
		14	HAZARIBAGH
		15	JAMSHEDPUR
		16	DHANBAD
		17	DALTON GANJ
7	BHUBANESWAR	18	BARIPADA
		19	BERHAMPUR
		20	CUTTACK
8	SAMBALPUR	21	BHAWANIPATNA

Note:

- Number as well as places/SROs, where manpower would be required may change from time to time.
- Bidder is allowed to bid for deployment of resource in any particular zone mentioned above.
- The addresses of the FOD HQs, ROs and SROs are provided in Annexure C

4. Instruction to Bidders

4.1. General

- a. While every effort has been made to provide comprehensive and accurate background information, and requirements, Bidders must form their own conclusions about the provisions needed to meet the NSSO's requirements. Bidders and recipients of this RFP may consult their own legal advisers in relation to this RFP.
- b. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by NSSO on the basis of this RFP.
- c. Each bidder needs to bid for all categories mentioned in the Job Details, and selection shall be for all categories as well.
- d. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of NSSO. Any notification of preferred bidder status by NSSO shall not give rise to any enforceable rights by the Bidder. NSSO may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of NSSO.
- e. The tender will comprise Technical as well as Financial bids separately.
- f. Submission of Bid will be only through www.eprocure.gov.in within specified date indicated in the details available on the website also in **section 1.1 "Bid data sheet"**. Manual submission is not acceptable.
- g. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of India, the offers will be received up to the appointed time on the next working day. The NSSO may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- h. The interested agencies may submit their tender document complete in all respects along with Earnest Money Deposit (EMD). The details of the EMD to be submitted and exempted entities are mentioned in **section 4.8 "Earnest Money Deposit"**.
- i. In case the bidder is bidding for more than one FOD zone, They are allowed to quote different service charge for different zone.
- j. It is the responsibility of bidder to ensure that EMD in original or self certified copy of exemption certificate / document must reach the office of Deputy Director General, FOD, as per the details mentioned in **section 4.8 "Earnest Money Deposit"**.
- k. Each page of the tender should be signed by the bidder or by his authorized signatories with seal of the agency.

- l. Bids submitted through Telex, cable, email or facsimile would be rejected.
- m. The successful bidder will have to deposit performance security deposit. The details are mentioned under **section 6.3 “Performance Security Deposit”**.
- n. The tendering agencies are required to enclose duly attested photocopies of documents mentioned in **section 8 “Documents to be submitted along with the bids”** along with the Technical Bid.
- o. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
- p. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid application must be attested by the person authorized to sign the tender bids.

4.2. Eligibility Criteria for Bidders

4.2.1. Sole Bidder

The Bidder must be an Agency, which has the capabilities to deliver the entire scope as mentioned in the RFP- under- Scope or Work. The Bidder cannot bid as a part of any other consortium bid under this RFP.

4.2.2. Technical Qualification Criteria

The tendering Agency must fulfil the following technical specifications in order to qualify:

Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
1.	Legal Entity	Agency would have to be either registered as a Company or as a Partnership Firm (including Limited Liability Partnership) under the Companies Act, 1956 or the Partnership Act as the case may be. (Consortium of Companies not Permitted)	Certificate of Incorporation AND Registration Certificates showing type of firm
2.	Business Turnover	The Bidder should have had a minimum annual turnover of Rs.15 Crore during the last three years (2015-16, 2016-17 and 2017-18) from Manpower Services.	Copy of the audited Balance Sheet and/ or Certificate of the Chartered Accountant for preceding three years.
3.	Net Worth	The bidder should have earned net profits for last 3 financial years	Copy of the audited Balance Sheet and/ or Certificate of the Chartered Accountant specifying net profits.
4.	Business Operation	The Bidder must have a minimum of three years' experience in supplying personnel to reputed Central/State Govt. Departments/Public Sector Companies/Banks. The same may be relaxed by one year on producing a certificate of good performance by at least one client.	Details of Contracts relating to supplying of manpower to reputed Central/State Govt. Departments/ Public Sector Companies/undertakings in the last three years along with attested copies of the work orders
5.	References	Bidder should provide client references and contact details (email/ landline/ mobile) of 3 customers for whom the Bidder has executed similar projects in past three years. (Start and End Date of the Project to be mentioned)	Client References:- 1. 2.. 3.

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Sr. No.	Basic Requirement	Eligibility Criteria	Documents to be submitted
6.	Presence	The bidder should have presence (at least one office) in the jurisdiction of the zone for which they are bidding.	List of Offices, Contact Person & contact details.
7.	Taxation registration and clearance	The bidder must have following valid certificates :- a) Permanent Account Number b) GST Registration No	Attested copy of all certificates.
8.	Own Bank Account	The bidder should have its own Bank Account.	Certified copy of the account statements for the last three years issued by the bank.
9.	Mandatory Employee Services Registration	The bidder should be registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.	Certified copies of the Registration with EPF and ESIC.
10.	Registration under Contract Labour Act	The bidder must be registered under Contract Labour (Regulation and Abolition) Act, 1972.	Attested copies of Registration and License No. of the Agency.
11.	Blacklisting	The Bidder Company should not currently have been blacklisted by any Government Department/ PSU or under a declaration of ineligibility for fraudulent or corrupt practices of inefficient/ ineffective performance.	Self-declaration on Bidders" company letter head
12.	Total no. of employees	The Agency should have proven track record on providing a minimum of 150 fulltime personnel over the period of last three years to Central/State GOVT. Departments/ Public Sector Companies/Banks/Public limited company.	Satisfactory documentary proof to be attached.

Note:

- a. The tenders not accompanied with the EMD, unless exempted, as prescribed in the NIT would not be considered for technical evaluation
- b. The bids received without EMD for particular zone will not be evaluated

4.3. Compliant Bids/Completeness of Response

It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the bid may be rejected. Bidders must:
 - b.1. Include all documentation specified in this RFP, in the bid
 - b.2. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP
 - b.3. Comply with all requirements as set out within this RFP
- c. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
- d. Each page of the tender should be signed by the bidder or by his authorized signatories with seal of the agency.

4.4. Bidder to Inform

The bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the conditions or the specifications he shall, before the last date for submission of Pre-Bid queries, set forth the particulars thereof and submit them to NSSO in writing in order that such doubt may be removed or clarifications are provided.

4.5. Bid Preparation costs

The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentations etc. for the purposes of clarification of the bid, if so desired by the NSSO.

4.6. Pre-bid meeting & Clarification

Bidders are required to submit their queries before the due date of pre-bid meeting. Any query raised after the due date will not be accepted by the authority. The dates are mentioned in section 1.1 Bidding Data Sheet

4.7. RFP Document Fee

RFP can be downloaded free of cost from the Ministry's website www.mospi.gov.in as well as from www.eprocure.gov.in.

4.8. Earnest Money Deposit (EMD)

The interested agencies may submit their tender document complete in all respects along with Earnest Money Deposit (EMD). The Agencies, who are registered with the Central Purchase Organisation, National small industries corporation (NSIC) or Ministry of Statistics and Programme

implementation are exempted from EMD submission. The EMD amount is refundable without interest. EMD should be submitted in the form of Demand Draft/Pay Order, Fixed Deposit receipt, banker's cheque or bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of Pay and Accounts Officer, MoSPI, New Delhi or hypothecated in Favour of PAO, MoSPI, New Delhi.

Sr. No	FOD Zone	EMD Amount In Rs.	EMD Amount in Words
1	East Zone	8,00,000	Rupees Eight Lakhs

It is the responsibility of bidder to ensure that EMD in original or self certified copy of exemption certificate / document must reach the office of Deputy Director General, FOD, on the address, subscribing on the envelope "**Tender for providing manpower for survey of NSSO**":

Field Operations Division(HQs),
National Sample Survey Office
Ministry of Statistics and Programme Implementation
Sankhyiki Bhawan,
GPOA Building, CBD Shahdara,
Near District Court Karkardooma,
Delhi – 110032

4.8.1. EMD Refund

For Unsuccessful bidders: The EMD of all unsuccessful bidders would be refunded without interest by NSSO on finalization of the bid in all respects by the successful bidder(s).

For Successful bidders: The EMD, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

The above-mentioned refund would be completed within 1 month of the selection of the Agency.

In case bid is submitted without the bid security then NSSO reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

4.8.2. EMD Forfeiture

The EMD may be forfeited in any of the following circumstances:

- If a bidder withdraws its bid during the period of bid validity.
- In case of a successful bidder, if the bidder fails to submit the performance bank guarantee and/or sign the contract in accordance with this RFP.

4.9. Bid Validity Period

Bid shall remain valid for the time period mentioned in the Bidding Data Sheet.

On completion of the validity period, unless the bidder withdraws his bid in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his bid. – Not to be deemed

4.10. Contents of Bid

- a. **Technical Bid:** As per the format provided in the RFP document along with the required documents
- b. **Financial Bid:** As per the format provided in the RFP document

Note:

Submission of Technical and Financial Bid will be only through <https://eprocure.gov.in> within specified date indicated in the details available on the website. Manual submission is not acceptable.

- c. **EMD:** As per the details provided in section 4.8 Earnest Money Deposit

Note:

It is the responsibility of bidder to ensure that EMD in original or self certified copy of exemption certificate / document must reach the office of Deputy Director General, FOD, on the address mentioned in section 4.8 Earnest Money Deposit

4.11. Bid Formats**4.11.1. Technical Bid Format**

Name of the Zone for which the Agency is bidding: _____

1	Name of Agency	
2	Profile of the Agency	
3	Name of proprietor/ Director of Agency	
4	Full Address of Registered Office	
	a. Telephone No. b. Fax No. c. E-Mail Address	
5	Full Address of Operating/ Branch Office	
	a. Telephone No. b. Fax No. c. E-Mail Address	
6	Banker of Agency with Full Address (Attach certified copy of Account statements for the last three years issued by the Bank)	
	Telephone No. of the Bankers	
7	Whether registered as a Company or as a partnership firm (including Limited Liability Partnership) under the Companies Act, 1956 or partnership Act as the case may be (Attach attested copy of the registration)	
8	Registration and License No. of Agency under Contract Labour (Regulation and Abolition) Act, 1972 (Attach attested copy of the registration)	
9	PAN No. of the Company (Attach attested copy of the PAN Card of the Agency)	
10	GST Registration No.(Attach Attested copy of the registration Certificate)	
11	EPF registration No. (Attach attested copy of the registration certificate)	
12	ESI registration No. (Attach attested copy of the registration certificate)	
13	The list of Central/ State Government/ PSUs or Public Limited Companies*, offices/organizations to which the agency has supplied more than 150 full time manpower over the last 3 (three) years. (Attach documentary proof)	

14. Financial turnover of the Agency for the last 3 Financial Years. (Copies of the IT returns filed during last three financial years and copies of the turnover statements of the last three years duly certified by the Chartered Accountant to be attached)

Financial Year	Amount (Rs. In Crore)	Remarks, if any

(Attached separate sheet if space provided is insufficient)

15. List of cities/stations and States where manpower supplied in the past (attach documentary proof)

16. List of cities/stations and States where the company have the branch offices (attach documentary proof). As per the qualification criteria, the agency must have atleast one office in the jurisdiction of the zone for which they are bidding

17. Number of employees of the Agency (Proof thereof may be enclosed)

Financial Year	Number of Employees (category-wise break-up may be provided)

18. Details of major contracts with Central Government/ State Government/ PSUs/ Public limited company handled by the tendering Agency for providing manpower during the last three years in the following format (attested copies of the last three years work award may be enclosed) * Copy of supporting papers alongwith certificate about the performance of the agency, if any, should be enclosed:

Sl. No.	Details of client along-with address, telephone and FAX numbers	Amount of Contract (Rs. In Lacs)	Duration of Contract		Nature of Contract		Remarks, if any
			From	To	Type of man power provided	No. of persons deployed	
1.							
2.							

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

19. Average number of manpower per month provided to Govt. /PSUs during last 12 months.

20. Details of infrastructure available with the firm/agency along with Regional Centre/offices, if any, for supplying manpower:

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

DECLARATION

1. I, _____ Son/ Daughter/Wife of Shri _____
Partner/ Director/ Authorized signatory of the Agency
M/s....., is
competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information /documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

4.11.2. Financial Bid Format

The Agency is required to submit a price bid in the following format only:

Zone Name: _____ #			
Sl. No.	Category of Personnel/Number	Service charge* of the Agency in Rupees per person per month	Remarks**
1	2	3	4
1.	Field Officers:		
2.	Field Investigators:		
3.	Administrative staff		

* The agency is required to quote only Service charge of the Agency per person per month (Col:3) for the entire zone, to be met by the NSSO excluding remuneration as described section 3.5 of the RFP. The amount should be a fixed flat rate per personnel per month irrespective of categories and irrespective of the location of deployment within the zone. The service charge should include all charges/deductions to be made by the agency for its services and other liabilities excluding mandatory charges of ESI, EPF, GST, etc.

The tenderer should quote his service charges in Rupees per month per person in such a way that gross service charge in Rupees per billing month should be more than the amount of TDS to be recovered from total payment from such monthly bill which is aggregate of Wages (Fixed), EPF (Fixed), ESI (Fixed), Service Charge (As quoted) and Goods & Services Tax (As applicable). It may be noted that the rate of TDS will be computed @ 2% of the total payment (as per section 194C) i.e. at the highest applicable rates irrespective of the status of the tenderer as an individual contractor/ firm/ trust.

The Name of the zone for which the bidder is quoting.

Each bidder needs to bid for all categories mentioned above.

Contract will be awarded on the basis of following:

1. Lowest bidder will be decided on the basis of Col.3 **“Service charge of the Agency per person per month (*Excluding Goods & Service Tax*)”**.
2. In case of Amount quoted in by two or more Agency is same in Col: 3, Lowest bidder will be decided on the basis of average Number of manpower per month provided to Govt./PSUs during last 12 months.

Authorized Signatory_____

Name_____

Designation_____

Signature of authorized person

Date:

Full Name:

Seal:

Seal:

4.12. Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the bidders. For purposes of interpretation of the documents, the English translation shall govern.

4.13. Authentication of Bids

An authorized representative of the Bidder shall initial all pages of the Technical and Financial Bids. Bid should be accompanied by an authorization in the name of the signatory of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

4.14. Amendment of Request for Proposal

At any time prior to the due date for submission of bid, NSSO may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website www.eprocure.gov.in as well as on www.mospi.gov.in through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the procurement portal www.eprocure.gov.in as well as on www.mospi.gov.in from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, NSSO shall not be responsible.

In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, NSSO, at its discretion, may extend the deadline for submission

4.15. Bid Price

Financial Bid shall be as per the format provided in Section 4.11.2. Bidders shall give the required details.

Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers Bidder’s all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the services.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected.

The bidder should quote his service charges in Rupees per month per person in such a way that gross service charge in Rupees per billing month should be more than the amount of TDS to be recovered from total payment from such monthly bill which is aggregate of Wages (Fixed), EPF (Fixed), ESI (Fixed), Service Charge (As quoted) and Goods & Services Tax (As applicable). It may

be noted that the rate of TDSs will be computed @ 2% of the total payment i.e. at the highest applicable rates irrespective of the status of the tenderer as an individual contractor/ firm/ trust.

4.16. Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP.

4.17. Late Bids

Late submission will not be entertained and will not be permitted by the e-Procurement Portal.

The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

NSSO shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained.

NSSO reserves the right to modify and amend any of the above-stipulated condition/criterion.

4.18. Right to Terminate the Process

NSSO may terminate the RFP process at any time and without assigning any reason. NSSO makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by NSSO.

4.19. Non-Conforming bids

A bid may be construed as a non-conforming bids and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP.
- b. If a bid does not follow the format requested in this RFP.

4.20. Acceptance/Rejection of Bids

- a. NSSO reserves the right to reject in full or part, any or all bids without assigning any reason thereof. NSSO reserves the right to assess the Bidder's capabilities and capacity. The decision of NSSO shall be final and binding.
- b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, NSSO reserves the right to reject the Bid and forfeit the EMD.

If there is any discrepancy in the financial bid, it will be dealt as per the following:

- a. If there is a discrepancy between words and figures, the amount in words shall prevail.

- b. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of NSSO, the bid is liable to be disqualified.

4.21. Confidentiality

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

4.22. Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- a. During validity of the bid, or its extended period, if any, the bidder increases its quoted prices.
- b. The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- c. Bid is received in incomplete form.
- d. Bid is not accompanied by all the requisite documents.
- e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- f. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- g. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.

4.23. Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, NSSO shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, NSSO shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Security Deposit, as the case may be.

4.24. Conflict of Interest

- a. A bidder shall not have a conflict of interest that may affect the selection process or the services provided. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, NSSO shall forfeit the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to NSSO for, inter alia, the time, cost and effort of NSSO including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to NSSO hereunder or otherwise.
- b. NSSO requires that the bidder provide services which at all times hold NSSO's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would place it in a position of not being able to carry out the assignment in the best interests of NSSO.

4.25. Sub-Contracting

The Bidder would not be allowed to sub-contract/outsourcing any work mentioned in the Scope of Work in this RFP.

4.26. Inability and Failure of Selected Agency

- Through this RFP the NSSO intends to select an agency in East FOD Zone.
- In case any selected agency fails to provide the required manpower in any zone, then NSSO will reserve the right to approach the selected agency from other zones which agrees to provide the required manpower services and whose rates are lowest among the other agencies willing to provide manpower in that zone. In case that agency also disagrees or fails then NSSO will approach agency with next higher rate from any other zone and so on.

4.27. Right to Vary Quantity

At the time of award of contract, the quantity of manpower resources and services originally specified in the bidding documents may be increased. It shall be without any change in the service charge or other terms and conditions of the Bid and the bidding documents.

If the NSSO does not procure/engage any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

4.28. Withdrawal, Substitution, and Modification of Bids

- A Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial) as per the instructions/ procedure mentioned at e-Procurement website
- Bids withdrawn shall not be opened and processed further.

5. The Bid Process

5.1. Pre-Bid Conference

- NSSO will host a pre-bid conference on the date mentioned in Section 1.1 Bid-Data Sheet. If there would be any change in date, time and venue than the same will be informed to the bidder.
- The bidder or its official representative will be invited to attend the pre-bid conference.
- Bidders may confirm their participation one day in advance.
- The purpose of the meeting is to provide bidders with information regarding the RFP and the requirements, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP.
- The response of the pre-bid conference shall be uploaded on the website: www.mospi.gov.in
- NSSO may make modifications to the RFP if necessary as a result of pre-bid conference. All such modifications made to the RFP by NSSO will be issued as a corrigendum to the RFP shall be uploaded on the website: www.eprocure.gov.in and www.mospi.gov.in
- NSSO reserves the right to hold the pre-bid conference without assigning any reason.

5.2. Tender Evaluation Committee

The Tender Technical Evaluation Committee (TAEC) constituted by NSSO shall evaluate the bid response submitted by the bidders in accordance with the Govt. of India Rules in vogue on the subject. The decision of the Tender Evaluation Committee in the evaluation of Technical and Financial bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the committee.

5.3. Opening of Bids

Two Bid System: (simultaneous receipt of separate technical and financial bids)

- The Technical Bid, as submitted online through www.eprocure.gov.in shall be opened on-line on the scheduled date and time of the office of NSSO (FOD), Hqrs., Delhi, in the presence of representative of the Agencies, if any, who wish to be present at the time of opening the tender.
- The bidders' representatives, who are present at the time of opening of the bid, shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the same time and location on the next working day.

5.4. Preliminary Examination of Bids

During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.

5.5. Clarification on Bids

During the bid evaluation, NSSO may, at its discretion, ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

5.6. Evaluation Process

The Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Evaluation Committee may ask for meetings or presentation with the bidders to seek clarifications or conformations on their bids.

The Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

In case the bidder is participating in the bids for more than one zone, the evaluation done by the Evaluation Committee will be discrete for each zone.

The steps for evaluation are as follows:

5.6.1. Stage 1: Technical Evaluation

- The Evaluation Committee will evaluate the Technical Bids of the bidders who clears the preliminary scrutiny.
- The bidders are bound to use the format as included in the RFP document
- The bidders must have furnished the necessary documents to establish their eligibility, for each of the items given in the Eligibility Criteria. Relevant portions in the documents should be highlighted. The proposals fulfilling the eligibility criteria mentioned in the RFP document will qualify the Technical Evaluation
- The Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications or conformations on their bids.

5.6.2. Stage 2: Financial Evaluation

- The financial bid would be opened only of those bidders qualifying the technical evaluation.
- "Financial Bid" should contain only service charge for manpower staffing.
- Least Cost System will be employed to select the lowest bidder (L1)

Note:

- a. Lowest bidder will be decided based on Col.3 of the financial bid document “Service charge of the Agency per person per month (Excluding Goods & Service Tax”).
- b. In case of Amount quoted in by two or more Agency is same in Col: 3, Lowest bidder will be decided on the basis of higher average Number of manpower per month provided to Govt./PSUs during last 12 months.

5.6.3. Stage 3: Final Evaluation of the Bid and Selection of Agency

- a. The Financial bid of technically qualified bidders will be opened. The least cost System (LCS) will be employed for identification of the lowest bidder (L1).
- b. The lowest bidders will be identified and awarded the contract for providing the contractual manpower in FOD zone.

6. Award of Contract

6.1. Notification of Award

- Prior to the expiration of the period of proposal validity, NSSO or its authorized person will notify the successful bidder in writing or by fax or email that the bid has been accepted.
- NSSO may place the work order on the successful bidder.
- The bidder shall acknowledge in writing to NSSO the acceptance of the work order and shall sign the agreement with NSSO within fifteen (15) days of receipt of the work order.

6.2. Signing of Contract

- Within 15 days of receipt of the work order, the successful bidder shall sign the agreement with NSSO.
- All incidental expenses of execution of the agreement shall be borne by the successful bidder.
- The agreement between NSSO and the successful bidder shall cover in detail the aspects/terms of contract such as mentioned in the Section 7 of this RFP "Terms and Conditions of the Contract"

6.3. Performance Security Deposit

The successful bidder will have to deposit performance security deposit in the form of bank guarantee issued by a Commercial bank or Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Pay and Accounts Officer, MoSPI, New Delhi covering the period of contract. The performance security must be valid for a period of sixty days beyond the initial period of contract. The amount Performance Security Deposit finalized for East Zone is mentioned in the table below:

Sr. No	FOD Zone	Performance Security Deposit Amount In Rs.	Performance Security Deposit Amount in Words
1	East Zone	30,00,000	Rupees Thirty Lakhs

6.4. Tenure of Engagement

- The contract with the Agency found suitable will initially be for a period of one year from the award of work order and extendable maximum up to 2 (two) years, with annual increase of 4.5% in the agency charge subject to the satisfactory performance of the work at the same rate
- The NSSO, however, reserves right to terminate/curtail the contract at any time after giving one month's notice to the selected service providing Agency owing to deficiency of service, substandard quality of manpower deployed, breach of contract etc.

6.5. Failure to agree with the Terms & Conditions of the RFP

- Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event NSSO may award the contract to the next best value bidder or call for new bids.
- In such a case, NSSO shall invoke the Performance Security Deposit and/or forfeit the EMD.

7. Terms and Conditions of the Contract

NSSO will be called as **“First Party”** and The Agency, which is being selected and engaged through the Contract, will be called as **“Second Party”**.

7.1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

1. The ‘Contract’ means the agreement entered into between the National Sample Survey Office, MoSPI and the Selected Agency including all the attachments and appendices thereto and all documents incorporated by reference therein;
2. NSSO will be called as **“First Party”** and The Agency, which is being selected and engaged through the Contract, will be called as **“Second Party”**.
3. The "Selected Agency" means Agency which is selected through the tender process.
4. The “Services” means Manpower services to be provided to NSSO.
5. “Day” means a working day.

7.2. Term and Extension of Term

The contract will be initially for a period of one year starting from the date of award of work. The contract would be considered for renewal and extension upto 2 years on year to year basis based on the performance of the agency.

7.3. False and Fraudulent Information

The contract is awarded to the second party on the evaluation of information provided by him in the bid. The second party is bound by the details furnished by him / her to the NSSO while submitting the tender or at subsequent stage. In case, any such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

7.4. Deployment of Personnel

- The second party shall ensure that the individual personnel deployed in the NSSO conforms to the technical specifications of age, educational qualifications and experience prescribed at Scope of Work of the RFP Document.
- The second party is liable to depute the personnel within 30 days of the signing of agreement or receiving additional manpower request.
- The second party shall furnish the following documents in respect of the individual personnel who will be deployed at the concerned field offices of FOD before the commencement of work, second party should deploy only those candidates that have been approved by the FOD:
 - a. List of persons deployed;
 - b. Bio-data of the persons along with the certificates in respect of educational/professional qualifications etc.
 - c. Attested copy of matriculation certificate containing date of birth.

- d. Certificate of verification of antecedents of persons by local police authority.
 - e. Detailed proof of identity like Aadhaar number, driving licence, bank account details, proof of residence and recent photograph of the personal deployed by the agency in NSSO.
 - f. Certification of Health of the personnel by Competent Medical Authorities.
- The second party shall ensure that the personal deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request from the first party.
 - The second party shall provide Photo Identity Cards to all the outsourced employees with a note in suitable form that the employee is personnel engaged for collecting data work for NSSO.
 - The second party shall be responsible for proper conduct of its personnel in NSSO office premises. In case of any loss/ damage, theft etc. to the property of NSSO which is caused by the personnel deployed by the second party, the second party will either be liable to make good the loss on the basis of the value of the property as determined by the NSSO or the same shall be recovered from the performance guarantee/ monthly payments due to the Agency.
 - The second party's personnel working with NSSO should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the second party commit any act of omission/ commission which amounts to misconduct/ indiscipline/ incompetence, the second party will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the first party.
 - The personnel deputed to NSSO shall not be changed unilaterally by the second party in any circumstances unless there is a specific consent/request from the concerned office of the NSSO in writing.
 - The second party shall nominate a Coordinator for FOD Hqrs., NSSO and for concerned State Capital Regional Offices, who will be responsible for interacting with NSSO in all matters related to staff outsourced by second party including submission of bills, submission of certificates related to statutory authorities/ payments, providing replacements on time-bound basis. The coordinator will also be responsible for ensuring attendance of outsourced staff in FOD Hqrs, NSSO and in concerned states through State Capital Regional Offices.
 - The second party shall bear the cost of transportation, food, medical and any requirements in respect of the persons while travelling to join the concerned offices of NSSO and NSSO will have no liability in this regard.
 - For all intents and purposes, the second party shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the NSSO. The persons deployed by the second party in the NSSO shall not have claims of any Master and Servant relationship against NSSO.
 - The second party shall be solely responsible for the redressal of grievance/ resolution of disputes for settlement of such issues whatsoever.

- The NSSO shall not be responsible for any financial loss or other injury to any person deployed by second party in the course of their performing the functions/ duties, or for payment towards any compensation.

7.5. Replacement of personnel

- The second party shall replace immediately any of its personnel who is found unacceptable to the NSSO because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the concerned office of the NSSO. The delay in providing a suitable substitute beyond five working days would attract a penalty @ Rs. 1000/- per day per person on the second party.
- The second party shall immediately provide a suitable substitute in the event of absence of personnel for more than five working days due to reasons viz. illness, leaving the job due to his/ her personal reasons etc. The delay in providing a substitute beyond five working days from the date of intimation to second party would attract a penalty @ Rs. 1000/- per day on the service providing agency.
- The Selected Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- The second party shall immediately provide a suitable substitute in the event of resignation of the deployed resource. The Agency will be liable to pay the penalty from the sixth working day till the period NSSO gets the replacement.

7.6. Exit Policy and Procedures for the personnel deployed

- At the event of resignation of the personnel deployed by the second party or expiry of Contract period of the second party, the second party needs to ensure a complete knowledge transfer by their deployed personnel to the new personnel replacing them.
- The second party will ensure to supply all other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to enable NSSO, to carry out due diligence in order to transition the provision of the Services to NSSO;
- Second party will ensure that all the hardware (including handheld devices, laptops, printers, pen drives etc if any) which is a property of the NSSO are handed over to the respective FOD office at the time of the exit of the personnel.
- The persons deployed by the second party shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees of the NSSO during the currency and after expiry of the contract.

7.7. Service Levels and Penalties

Second party is expected to meet the following Service Levels in the normal course of carrying out the activities as per the detailed Scope of Work. In case of default on any or all such Service Levels, the NSSO will reserve the rights to levy penalties on the second party.

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S. No.	Service	Expected Service Level	Penalty level in case of default
1	Deployment of personnel at the location after signing the Contract and intimation by NSSO or any subsequent requirement from the NSSO during the Contract period.	Within 30 days of receipt of request from NSSO.	penalty @ Rs. 1000/- per day on the service providing agency
2	Replacement of personnel at request of NSSO	Within 5 days of receipt of request from NSSO.	penalty @ Rs. 1000/- per day on the service providing agency
3	Replacement of personnel at the request of the Selected Agency	Within 5 days of receipt of request.	penalty @ Rs. 1000/- per day on the service providing agency
4	Replacement of personnel at the request of the personnel in case of resignation or illness more than 5 days	Within 5 days of receipt of request.	penalty @ Rs. 1000/- per day on the service providing agency

Calculation of Penalties:

Penalties, if any, for violating the service levels will be computed at the end of each payment cycle. these penalties would be adjusted in the payment due to the second party in the subsequent month. the penalty amount applicable for violation of service levels are specified in the table above.

In situation, where the second party has incurred a penalty of equal to or more than fifteen (15) % for three (3) consecutive months at any time during the contract Period, the NSSO reserves the right to either invoke the termination clause or terminate the contract altogether.

The NSSO also reserves the right to invoke the Performance Security furnished by the second party at the time of signing the contract with the NSSO.

Total penalty to be capped subject to 30% of the monthly payments at any time of the contract. in such situation where the total penalty exceeds the above limit of 30% of the monthly payments at any time of the contract, the NSSO reserves the right to invoke termination clause or terminate the contract altogether.

7.8. Right to Vary Quantity

- The NSSO, at present, has approximately requirement of manpower as described in Scope of Work of the RFP. Estimation of manpower is tentative and for the purpose of evaluation of the bid. However, the actual requirement may substantially vary to decrease or increase at different points of time based on the requirement of the surveys.

- At the time of award of contract, the quantity of manpower resources and services originally specified in the bidding documents may be increased. It shall be without any change in the service charge or other terms and conditions of the Bid and the bidding documents.
- If the NSSO does not procure/engage any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

7.9. Insurance for key Personnel

In unfortunate events like Accident or Injury to personnel provided on Temporary Staffing, the First Party shall not be liable for or in respect of any damages or compensation payable to any personnel provided on Temporary Staffing to the First Party by Second Party other than the death or injury resulting from any act or default of the First Party. The Second Party undertakes to indemnify and keep indemnified the First Party against all such damages and compensation and against all such claims proceedings, damages, costs, charges and expenses (including reasonable legal costs) whatsoever in respect thereof or in relation thereto.

7.10. Binding Clause

All decisions taken by the First Party regarding the processing of the contract shall be final and binding on all parties concerned.

7.11. Termination of Contract

The NSSO (first party) reserves the right to terminate/curtail the contract at any time after giving one month's notice to the selected service providing Agency (second party) owing to deficiency of service, sub-standard quality of manpower, breach of contract etc.

In case of termination of this contract on its expiry or otherwise, the persons deployed by the second party shall not be entitled to and will have no claim for any continuation/absorption in the regular/ otherwise capacity in the NSSO.

7.12. Legal

- The second party will be responsible for compliance of all statutory provisions related to minimum wages, Provident Fund, and Employees State Insurance, Service Tax etc. in respect of persons deployed by it in the NSSO.
- The second party shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to NSSO to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case the second party fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the NSSO is put to any loss/ obligation, monetary or otherwise, the NSSO will deduct the same from the monthly bills and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

- The second party shall maintain all statutory registers under the Law. The second party shall produce the same, on demand, to the concerned authority of the NSSO or any other authority under Law.
- The Tax deduction at source (T.D.S.) shall be made as per the provisions of Income Tax Department/any other department, as amended from time to time and a certificate to this effect shall be provided to the second party by the NSSO.

7.13. Financial

- The interested agencies may submit their tender document complete in all respects along with Earnest Money Deposit (EMD), except those who are registered with the Central Purchase Organisation, National Small Industries Corporation(NSIC) or Ministry of Statistics and Programme implementation, refundable without interest, in the form of Demand Draft/Pay Order, Fixed Deposit receipt, banker's cheque or bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of Pay and Accounts Officer, MoSPI, New Delhi or hypothecated in favour of PAO, MoSPI, New Delhi failing which the tender shall be rejected outrightly.
- The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest on EMD within 30 days of opening of the financial bid.
- The second party will be required to execute an agreement with NSSO within the period specified in the letter awarding contract. In case the second party fails to enter into the agreement with the first party within the specified date mentioned in the award letter, the EMD deposited by such Agency shall stand forfeited without giving any further notice.
- The successful bidder will have to deposit performance security deposit in the form of bank guarantee issued by a Commercial bank or Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Pay and Accounts Officer, MoSPI, New Delhi covering the period of contract. The performance security must be valid for a period of sixty days beyond the initial period of contract.
- The bank guarantee can be forfeited by order of the competent authority of the first party in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non- acceptance of the work order etc. of the second party.

7.14. Terms of Payment

- The second party shall submit the monthly bills in triplicate enclosing the certificates as mentioned in succeeding paras which shall be got duly verified by the Office in- charge of the concerned office and the same shall be paid within 15 days thereof after making recovery, if any.
- All payments will be made in Indian Rupee.

- Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle. These Penalties would be adjusted in the payment due to the second party in the subsequent month.
- The Tax Deduction at Source (T.D.S) shall be made as per the provisions of Income Tax Department/any other department, as amended from time to time and a certificate to this effect shall be provided to the second party by the concerned Office.
- The second party shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required. The payment to personnel by the second party would be made on or before 15th day of the following month. In case 15th day being a holiday, monthly remuneration should be paid on the preceding working day of the month.
- The second party will ensure the remittance of the salary to the personnel deployed by them in NSSO through Bank Account and a copy of the bank statement will be furnished to the office concerned every month along with the bills for the subsequent month.
- Proof of challan /receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund, ESI and proof of payment towards other statutory dues for previous months shall be submitted with the bills. Otherwise, a certificate from a Registered Chartered Accountant should be furnished quarterly to the effect that all statutory requirements are complied with in respect of staff outsourced by the second party to NSSO. In case of any default, NSSO will deduct the dues and release the balance amount to the second party.
- In case NSSO receives any complaints regarding non-payment of salaries to the personnel deployed in NSSO and found true, the amount due to the employee will be recoverable from the second party and paid to such personnel.

7.15. Dispute Resolution

- NSSO and the second party shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, NSSO and the second party have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.
- The India Arbitration and Conciliation act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings
- All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to a Tribunal of three (3) Arbitrators. each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator.
- Any decision or award resulting from arbitration shall be final and binding upon the Parties.

- If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of New Delhi/ -----, India.
- The venue of the arbitration shall be at New Delhi.
- The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by each party itself.
- Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is made; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

7.16. Force Majeure

Notwithstanding the above provisions, the second party shall not be liable for penalty or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the second party shall promptly notify NSSO in writing of such condition and the cause thereof. Unless otherwise directed by NSSO in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event

8. Documents to be submitted along with the bids

The tendering agencies are required to enclose duly attested photocopies of documents mentioned in below along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further.

a	Registration Certificate under Companies Act/Partnership Act
b	Registration Certificate under Contract Labour (Regulation and Abolition) Act ,1972
c	Copy of PAN card of the Agency (not of the individual)
d	Copy of the IT return filed for the last three financial years by the agency (not by the individual)
e	Copy of the EPF Registration Certificates
f	Copy of the ESI Registration Certificates
g	Copy of the Goods and Services TAX Registration Certificates
h	Copies of contracts awarded by the Central Govt./State Govt./PSUs/Bank/reputed Private Firms
i	Certified copy of bank account for the last three years issued by the bank
j	Copy of the turn over statements of last three years duly certified by Chartered Accountant
k	Documentary proof of supplying manpower in cities/stations across the country.
l	Copy of Certificate about performance, if any, given by the organization/firm mentioned at (h) above.
m	Annual report of the agency containing the annual accounts, if any.
n	Proofs of offices in Zone for which the bidder is bidding
o	Non Blacklisting Declaration on letter head
P	Certificate of non-forfeiture of EMD/ Performance Security

Annexure A: Certificate of non-forfeiture of EMD/ Performance Security

Certificate of Non-forfeiture of EMD /Performance Security

I, _____ certify that neither EMD nor Performance Guarantee has been forfeited of my agency M/s _____ while participating or executing any work order from any office of Central/State Government or /PSU in the past.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

Annexure B: Undertaking regarding Non Blacklisting/Debarment

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

Deputy Director General,
Field Operations Division (HQ),
National Sample Survey Office,
Ministry of Statistics and Programme Implementation,
Sankhyiki Bhawan, GPOA Building, CBD, Shahdara,
Delhi-110032

We M/s -----, hereby confirm and declare that:

- a. We, M/s -----, are not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.
- b. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment

Signature of authorized person

Date:

Full Name:

Place:

Seal:

Annexure C: Addresses of Regional and Sub-Regional Offices

Zone	Office Name	Office Type	Address
East Zone	KOLKATA	ZO	Mahalnobis Bhawan, 6th Floor, 164, G.L.T. Road, Kolkata-700108.
East Zone	MUZAFFARPUR	RO	First Floor, Chankya Place, Aghoria Bazar, Near Zenith Petrol Pump, Ramdayalu Road, Muzaffarpur-842002
East Zone	DARBHANGA	SRO	H/O Rahul Anand, Groung Floor, Bhandar Chowk, Kathalbari, Anand Bhawan, Darbhanga-846004.
East Zone	MOTIHARI	SRO	Choubey Bhawan, Near Rly. Station, Mahabir Mandir, Motihari-845401.
East Zone	PURNIA	SRO	Vikash Bhawan, Distt. Board Campus,Purnia- 854301
East Zone	PATNA	RO	Markanday Complex, 1st Floor, Gayatri Mandir Road,Kankar Bagh, Patna - 800020.
East Zone	BHAGALPUR	SRO	House of Dr. A.K. Singh, Devi Prasad Dhandhaniya Lane, Near - U.B.I., Khalifa Bagh, Bhagalpur-812002.
East Zone	GAYA	SRO	House of Shri Basant Kumar, 2nd Floor, A.P.Colony, Opposite Kaveri Sweets, Gaya- 823001
East Zone	BURDWAN	RO	Chowdhury Market, 2nd Floor, Badamtala, Kalna Road, P.O-Burdwan, Dist. Burdwan (East), Pin-713101.
East Zone	BANKURA	SRO	Holding No 80/1/A, 2nd Floor,Natunchati Mahalla, P.O.Nutan Choti, Raghunathpur Main Road, P.O & Distt.-Bankura. Pin- 722101.
East Zone	CHINSURAH	SRO	1st floor, 'Roopmati Mahal', Khadina More, G.T. Road, P.O -Chinsurah, Distt-Hooghly,Pin-712002.
East Zone	MIDNAPUR	SRO	4th Floor, "Motilal Bhawan", Raja Bazar, P.O: Midnapore, Distt.Midnapore(West), Pin- 721101.
East Zone	KOLKATA	RO	CGO Complex, 2nd Floor, E -wing, Sector-I, Salt Lake City, Kolkata-700064.
East Zone	HOWRAH	SRO	10, Sitanath Banerjee Lane, P.O.B. Garden, Howrah - 711103.
East Zone	BARASAT	SRO	West Bengal (S) Region NSRO Barasat, Arifbari,Barrackpur Road, Barasat- 700125.
East Zone	MALDA	RO	1/3, Netaji Subhash road, Gangabag, P.O. & Distt. Malda-732101.
East Zone	BEHRAMPUR	SRO	36, Dr.S.N. Bhattacharjee Road, Near Kalpana Cinema, P.O. Barhampur, Distt -Murshidabad - 742102
East Zone	SILIGURI	SRO	76, Khudiram Pally road, P.O. Siliguri, H.C. road, Darjeeling -734401.
East Zone	RANCHI	RO	Atma Ram Bhawan, Illrd Floor, Bangla School lane, behind Mahabir Temple, Main Road, Ranchi- 834001
East Zone	DUMKA	SRO	NSSO(FOD), 2nd floor, Behind Kalyan medicino, Kumhar Para chowk,Dumka-814101.
East Zone	HAZARIBAGH	SRO	NSSO (FOD), Opp. New BSNL Telephone Exchange, Ranchi Patna Road, Hazaribagh- 825301
East Zone	JAMSHEDPUR	SRO	2nd Floor, DGS&D Building, Opp.NML Co, Burmamines, Jamshedpur-831007.
East Zone	DHANBAD	SRO	Maa Smriti, Main road, Opp. Imma Bhawan, near Black Diamond car showroom, Saraidhela, Dhanbad -828127.

Request for Proposal for Selection of Agency for Providing Outsourced Manpower Service

Zone	Office Name	Office Type	Address
East Zone	DALTON GANJ	SRO	NSSO(FOD) Near Police Line, in front of Tiwari fuel centre, Daltonganj-822101.
East Zone	BHUBANESWAR	RO	NSSO(FOD), Commercial Complex, 1st Floor, Acharya Vihar, Bhubaneswar-751013.
East Zone	BARIPADA	SRO	Govt. of India, Daragadihi chowk, near chungi gate, Baripada, Dist. Mayurbhanj, Orissa-757001.
East Zone	BERHAMPUR	SRO	Ramnagar Court Petta, Berhampur, Dist. Ganjam, Orissa-760004.
East Zone	CUTTACK	SRO	NSSO Bhawan, Sector-6, Avinava Bidanasi, CDA Cuttack -753014.
East Zone	SAMBALPUR	RO	161 Senpark Lane, gole bazar, Nayapara, Sambalpur-768001.
East Zone	BHAWANIPATN A	SRO	College Road, I Floor, Opp. DIC Office, Dist.- Kalahandi, Odisha 760001.