

No. D-31016/15/2013-Genl.
Government of India
Ministry of Statistics & Programme Implementation

Sardar Patel Bhawan,
Sansad Marg, New Delhi-110001
Dated; 26.02.2015

Notice Inviting Tender thorough E-procurement

Sub:-E-TENDER NOTICE FOR SELECTION OF AGENCY FOR PROVIDING DAILY WAGE WORKERS & DRIVERS IN THE MINISTRY OF STATISTICS & PROGRAMME IMPLEMENTATION.

Ministry of Statistics & Programme Implementation invites online tender under two bid system from registered and authorized service providers/ agencies for hiring the services of **45 to 60 DAILY WAGE WORKERS** and 5 Daily Wage Drivers for the offices located at Sardar Patel Bhawan, West Block, R. K. Puram and J.P. Building, New Delhi. **Manual bids shall not be accepted.**

2. Bids shall be submitted online only at CPPP website: <http://eprocure.gov.in/eprocure/app>. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors / Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <http://eprocure.gov.in/eprocure/app>'.

3. CRITICAL DATE SHEET

Published Date	27.02.2015
Bid Document Download / sale start Date	27.02.2015
Clarification Start Date	27.02.2015
Clarification End Date	19.03.2015
Pre bid meeting	Not applicable
Bid Submission Start Date	27.02.2015
Bid Document Download end date	19.03.2015
Bid Submission End Date	19.03.2015
Technical bid opening date	20.03.2015
Financial bid opening date	Notified later



4. Tender documents can be downloaded from Ministry's Website <http://www.mospi.nic.in> and CPPP portal and CPPP site <http://eprocure.gov.in/eprocure/app>.

Tenderer who has downloaded the tender from the BRO website <http://www.mospi.nic.in> and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned for future.

5. EMD Payment:

Earnest Money Deposit of **Rs. 2,00,000/- (Rupees two lakh only)** is to be deposited in the form of Demand Draft/ Pay Order favour of the **Pay & Accounts Officer, Ministry of Statistics & Programme Implementation**. The EMD received from the tenderers will be returned without interest immediately after the process of award of contract is over. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.

6. Performance Security:- The successful bidder has to deposit performance Security in the form of Security Deposit/Bank Guarantee of Rs. 5,00,000/- (Rupees five lakhs only) in favour of Pay & Accounts Officer, Ministry of Statistics & Programme Implementation from any schedule commercial bank. The performance Security Deposit will be released only after the expiry of the contract.

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app> .

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <http://eprocure.gov.in/eprocure/app>) by clicking on the link "**Online bidder Enrolment**" on the CPP Portal which is free of charge.

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- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as


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part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents- including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for


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submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 72232.

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1. The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process :

- (a) **Incorporation:-** The bidder/ firm must be registered with the respective registrar of firms/companies for not less than five years on the date of issue of tender.
- (b) **Registration :-** The bidder/ bidding firm must be registered with the Employees Provident Fund Organisation, Employees State Insurance Corporation, Service Tax authorities. The registration firm must have completed five years as on the date of tender. Proof must be attached with the technical bid. (self attested copies of PAN, EPFO Registration, ESIC Registration attached with the technical bid).
- (c) **Experience :-** The bidder shall have five years experience in the similar field of providing manpower etc. to the government Ministries/ Departments/ Public Sector (Central or State).
- (d) An affidavit must be submitted that the firm fully agrees with the terms and conditions of the tender.

Minimum criteria for (Daily Wage Workers)

1. **Educational Qualification** - 8th Standard Pass or equivalent.
2. **Experience** -2 years experience as peon/messenger
3. **Age** - Not below 18 years of age.

DRIVER

1. Possession of a Valid Driving License for Motor Car.
2. Knowledge of motor mechanisms [should be able to remove minor defects in Vehicle(s)]
3. Experience of driving a motor car for at least 2 years.
4. Age - Not below 18 years of age.

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DETAILED TERMS & CONDITIONS OF THE TENDER

1. The personnel engaged for the services in the MOSPI (Henceforth referred to as the Ministry) shall be the employees of the Agency and will take their remuneration/wages from the agency. They will have no claim and liabilities of whatsoever nature including monetary claims or any other claim or benefits from the Ministry.
2. Minimum payment to the personnel engaged would be as per the minimum wages (for respective trades/skills) notified by the Govt. of NCT of Delhi but higher payment at higher rates would not be a constraint. For extra working hours beyond office hours and on holidays, OTA will be paid as per the Govt. of NCT of Delhi rates.
3. The Agency shall make their own arrangements for commuting of their personnel requisitioned by the Ministry and no extra expenditure on this account will be borne by the Ministry.
4. That Agency will furnish to the Ministry the full particulars of the personnel deputed/ sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address, etc., and they will also ensure the verification of the antecedents of such personnel from employer / Police and also ensure that they possess the requisite academic / technical qualifications and experience for rendering the requisite services to the Ministry. The willing personnel (Daily Wage Worker/Daily Wage Drivers) already working in this Ministry will have to be continued.
5. The Agency will be responsible for compliance of all the applicable statutory laws / rules and obligations arising out of the contract so entered for providing various personnel to the Ministry.
6. Any liability arising under Municipal, State or Central Govt. laws and regulations will also be the sole responsibility of the concerned Agency and the Ministry shall not be responsible for such liabilities.
7. The Service Provider Agency shall undertake to indemnify the Ministry for any liability under any law arising out of the entered manpower contract.
8. The Agency shall comply with all the rules and regulations regarding safety and security of its supplied / provided employees and the Ministry


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will in no way be responsible in any manner in case of any mis-happening with their personnel at any place.

9. The personnel provided / supplied shall be under the direct control and supervision of the Agency. However, they shall comply with the oral and written instructions given on day to day basis by the authorized officer / representative of this Ministry from time to time. They will be bound by the office timings, duty, locations, rules, instructions etc., as may be given and decided by the Ministry.

10. In any case, Sub-letting of the contract will not be permissible.

11. The Agency shall make all payments including wages to its personnel on or before 7th of every month through NEFT / RTGS directly in their bank accounts. After making the payment, the Agency shall raise the bill / claim to the MOSPI for payment / reimbursement of such amount alongwith proof of payment such as bank statement. etc.

12. The Agency shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. and proof of the same should be submitted by the agency to this Ministry for reimbursement from time to time.

13. The service tax to be charged by the firm would be reimbursable on production of documentary evidence/ proof.

13. The Ministry shall deduct proportionate amount for each day of absence of the personnel while making payment to the Agency for each month. The Ministry can also deduct the amount for late coming or early going as per the rules / guidelines framed and made applicable by the Ministry from time to time. The present working hours for the office are from 9.00 A.M. to 5.30 P.M except Saturdays / Sundays and gazetted holidays.

14. The Agency shall be responsible for the discipline and conduct of the Personnel sponsored by them. In case only personnel is found lacking in discipline or their quality of work deteriorates during the course of the contract, the Agency shall provide a suitable substitute/ replacement of personnel.

15. During the subsistence of the contract, the Ministry shall not undertake any monetary liability other than the amount payable to the Agency for the services of personnel provided by them. Other liabilities, if any, shall solely rest with the Agency. Even if, the Ministry has to bear such liabilities on unforeseen circumstances / occasions, the Ministry will recover such amount from the Agency by adjusting the amount payable to them.


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16. In case the employees of the Agency do not attend the work at any time for whatever reason, the Agency shall make alternate arrangements without charging any extra cost for the MOSPI so that the daily work of the Ministry may not suffer. If no alternate arrangements are made, proportionate deductions shall be made out of the contracted amount. The Ministry shall also be free to make its own alternate arrangements, the cost of which shall be recovered from the Agency.

17. Any loss, theft or damage to the life and/or property of the employees of the Ministry and/or property of the Ministry shall be compensated by the Agency, if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the Agency. Manpower provided /deployed will maintain full secrecy of the official working and records etc. failing which action will be initiated against the concerned persons and concerned agency under applicable rules and laws etc.

18. The Agency shall also be responsible for providing all such amenities as are required to be provided under the provisions of various statutory laws including Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of the Agency to provide such amenities, the Ministry shall be free to provide the same and recover all expenses so incurred in providing such amenities from the Agency by any suitable manner / method as may be deemed fit by the Ministry.

19. The Agency shall also comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as are applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, Delhi Shops and Establishment Act, 1954, ESI Act, 1948, Provident Funds and MP Act, 1952, Workmen's Compensation Act, Payment of Bonus Act, and take such steps as may be deemed necessary in this regard from time to time.

20. The Agency will not ask for any enhancement of approved rates during the contract period unless the Ministry so desires on its own for justified reasons under the laws.

21. It will be the sole liability of the Agency to pay the wages, provident fund, ESI, leave benefits, bonus, medical facilities and other benefits / facilities to its employees as may be applicable under the relevant laws / rules. However, amount agreed upon under the contract will only be reimbursed / paid on production of documentary evidences.

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22. If the Agency fails to render any or all the services, for any period during the currency of the contract, the Ministry shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the Agency.

23. The successful bidder has to deposit performance security in the form of Security Deposit/Bank Guarantee of Rs. 5,00,000/- (Rupees five lakhs only) in favour of Pay & Accounts Officer, Ministry of Statistics & Programme Implementation from any schedule commercial bank. The Security Deposit will be released only after the expiry of the contract.

24. If the Agency fail to provide satisfactory services, the MOSPI shall be at liberty to terminate the contract forthwith.

25. The MOSPI reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term and condition at any time during the currency of the contract.

26. The initial period of the contract will be for two year from the date of award of the contract, and on expiry of the said period, the contract may be extended with the mutual Consent and terms & conditions of both the parties after approval of Competent Authority. However, contract can be terminated pre-maturely without any notice if no more requirements of the Ministry are felt subsequently changed for any administrative reason.

27. The firm with whom the Ministry had been in contract earlie, but the contracts have been cancelled based on some administrative decision during last one year will not be considered and entertained.

28. The Agency shall supply a copy of confirmation from their employees regarding acceptance of employment at agreed rates and terms & conditions well in advance.

29. The Ministry reserves the right to accept or reject any Tender / Quotation in full or in part in case of incomplete quotations and also without assigning any reason thereof.

30. The owner/partner/manager of the Agency should be available all the time on his own direct telephone as well as mobile phone given to the Ministry.

31. In the event of award of contract, the concerned Agency will be required to execute the contract agreement on a non-judicial paper of Rs.100/. The expenditure on this account will be borne by the Agency.

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32. The tenderers are required to quote for the various categories of personnel in the prescribed BOQ (bills of quantities) document uploaded on portal, the bidders quote only the Wages and Service charges(per personnel, per month basis).

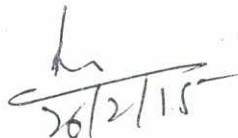
33. The Contractor shall also provide identity cards to the personnel deployed in the office carrying the photograph of the personnel and personal information such as name, date of birth, address and identification mark etc.

34. The Tax Deduction at Source (T.D.S) shall be deducted as per the provisions of Income Tax Act, 1961, as amended from time to time and a certificate to this effect shall be provided to the Contractor by the Ministry.

35. The finalized contract shall be interpreted under Indian Laws. In case of dispute of any kind, the firm shall abide by the decision of the Competent Authority, Ministry of Statistics & Programme Implementation, New Delhi. In case the dispute is required to be referred to Arbitration, it shall be referred to sole arbitrator under Arbitration and Conciliation Act 1996. The place of settlement of dispute shall be Delhi. In the case of settlement of dispute is in the court, it will be in the jurisdiction of courts at Delhi.

36. Different firms may be given contract for Daily Wage Workers and Daily Wage Drivers depending upon the rate quoted. L1 will be decided separately for both i.e. Daily Wage Worker and Daily Wage Drivers.

37. The quotation rate should be indicated in only two decimal points after integer in Rupees. For example: Rs. 176.25.


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PROFORMA FOR SUBMITTING THE DETAILS BY AGENCY

Sr. No.	Particulars	
1.	Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)	
2.	Name of Proprietor / Director of Company/ Firm / Agency	
3.	Full Address of Registered Office with Telephone No., FAX/ Mobile	
4.	Full address of operating/ Branch Office with Telephone No., FAX.	
5.	Banker of Company/Firm/ Agency with full address (Attach certified copy of statement of A/C for the last three years)	
6.	PAN No. (Attach self attested copy)	
7.	Service Tax Registration No. (Attach self attested copy)	
8.	E.P.F. Registration No. (Attach self attested copy)	
9.	E.S.I. Registration No. (Attach self attested copy)	
10.	Documents showing completing at least one service of value not less than Rs. 5 Lakh per month related to providing human resources in a single contract on behalf of Government Departments. Attested copies of work orders may also be attached.	
11.	Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU (Attach copy)	

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12.	Photocopy of Current Labour Licence and Photocopies of Income Tax returns for the last 3 financial years.	
13.	Whether a copy of terms & conditions (Tender acceptance letter) duly signed, in token of acceptance or the same, is attached	
14.	Experience having similar works carrying by the firm minimum three years in continuation of contract.	

SIGNATURE OF THE TENDERER _____

NAME IN BLOCK LETTERS _____

OFFICE SEAL WITH DATE


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TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

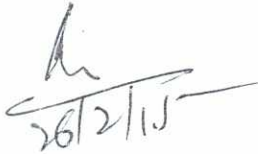
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

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6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)


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