

OFFICE OF THE PRINCIPAL CONTROLLER OF DEFENCE (SWC) JAIPUR-12

TENDER ENQUIRY

No. AN/II/128/Cont Lab/2016-17

DATE 5/02/2016

Invitation of Quotations for Outsourcing of Casual Labour services on contractual basis in
the Office of the PCDA (SWC) Jaipur

To

M/S

1. Office of the PCDA (SWC) Jaipur invites tender in sealed cover for outsourcing of services in the office of the PCDA (SWC), Jaipur for the period 02.03.2016 to 01.03.2017
2. GENERAL INFORMATION ABOUT THE TENDER IS AS FOLLOWS:-
 - (a) Commencement of Tender Process : - 05.02.2016
 - (b) Last date & time for receipt of Tender: - 19.02.2016 at 12.00 Noon.
 - (c) Time & date for opening of Tender: - 19.02.2016 at 03.00 PM
 - (d) Place of opening of Tender: - PCDA (SWC), Khatipura Road, Jaipur
 - (e) Postal address for sending/Subsubmitting the Bids: - AO(AN), O/o the PCDA(SWC) Jaipur
 - (f) Name & designation of contact person:- SAO (AN-II)
 - (g) Telephone No. - : Tele No :6605509
 - (h) Fax Number - : 6605575
3. This RFP is as follows:
 - (i). Request for proposal (Tender) is enclosed.
 - (ii) Please sign on each paper of RFP (Tender) before dropping in the tender Box.
 - (iii) Please quote the rate of percentage of your service charges in column 9 of Schedule 'A' in figure & words. In case of difference between figures & words, the amount in words will be treated as final rate quoted by the vender.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

144

19/02/2016
SAO (AN-II)

N.I.T FOR OUTSOURCE SERVICES

1. **Last date and time for depositing the Bids:** - 19-02-2016 at 12:00 Noon
The sealed Bid should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** - Sealed bids should be dropped in the tender box placed in AO (AN-II)'s room.
3. **Time and date for opening of Bids:** - 19-02-2016 at 03:00 PM
4. **Location of the Tender Box:** - AO (AN-II) room, O/o the PCDA(SWC), Jaipur
5. **Place of opening of the Bids:** - Conference Hall, O/o the PCDA(SWC), Jaipur
6. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT account, if applicable alongwith document related to EPF, ESI and service tax registration, etc and complete postal & e-mail address of their office.
7. **Clarification regarding contents of the RFP:** - A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
8. **Unwillingness to quoted:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
9. **Validity of Bids:** The Bids should remain valid till 45 days from the last date of submission of the Bids.
10. **For carrying out above mentioned Outsource Service following manpower are required:-**

(a)	Labourer	-	08	Unskilled
(b)	Safaiwala	-	04	Unskilled
(c)	Chowkidar	-	01	Unskilled
(d)	Mate	-	02	Semi Skilled
(e)	Cook	-	01	Skilled
(f)	Gardener	-	01	Skilled
(g)	DEO	-	02	Highly Skilled
	Total	-	19	
11. **Contractor will provide following Outsources Services:-**

Scope of Services: Outsource Services are required to be provided by the Contractor through his workmen on daily basis as per demand placed by this office for the following jobs:

 - (i) Physical maintenance of records of the sections.
 - (ii) General Cleaning and upkeep of office.
 - (iii) Carrying of files and other papers within the office complex.

- (vi) Delivering of Dak (inside the office)
 - (vii) Watch & ward duties.
 - (viii) Cleaning of rooms.
 - (ix) Dusting of furniture of all the rooms in office campus.
 - (x) Cleaning of office building, fixtures etc.
 - (xi) Cleaning/dusting in Ajaymeru Guest House.
 - (xii) Any other work assigned by the administration.
12. Eight working hours (06 days week i.e. Monday to Saturday) is to be observed for providing daily/on-demand basis services as above, the services may have to be provided on Saturday/Sunday/holidays also, if required by this office of the PCDA (SWC).
 13. Overtime will be paid on the extra hours (more than 8 hours) on the basis of double hours rate of Category divided by 8 hours.
 14. Though the Tender is for providing outsources services through the contractor, the contractor shall have to ensure that the minimum rates of wages as promulgated by the Government of India, Ministry of Labour & Employment office of the Chief Labour Commissioner, shall be made applicable on the date of entering in to this agreement. The contractor will ensure the payment of minimum wages to the labour on revised rates notifies by the GOI time to time. To ensure the same, payment to the labourers/workmen will have to be made only in the presence of AO (AN-II), PCDA (SWC).
 15. The Tender form should be signed by the proprietor/Partner of the firm or by a person who is duly authorized and legally competent to do so. A person signing the forms or any document forming part of the contract on behalf of the firm shall be deemed to have been duly authorized by the Proprietor/partner of the firm and actions taken by such person in pursuance of this contract shall be deemed to have been taken by the proprietor/partner.
 16. The Period of Contract will be from 02-03-2016 to 01-03-2017.
 17. If any Tenderer withdraws his Tender within the validity period or makes any modifications in the terms and conditions of the Tender which are not acceptable to the Government.
 18. Submission of the Tender by a Tenderer shall be taken to signify his acceptance of the above terms and conditions. Alterations, over-writing or erasing of any of the terms and conditions is not permitted.

PART III:- STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the standard conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e Seller in the Contract) as selected by the Buyer. failure to do so may result in rejection of the Bid submitted by the Bidder.

- 1 **LAW:** The Contract shall be considered and made in accordance with the law of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 2 **EFFECTIVE DATE OF THE CONTRACT:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 3 **ARBITRATION:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7 and DPM-9 (Available in MoD website and can be provided on request).
- 4 **PENALTY FOR USE OF UNDUE INFLUENCE:** The seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any offer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
- 5 **AGENTS/ AGENCY COMMISSION:** The Seller confirms and declares to the Buyer that the Seller is the provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at anytime to the satisfaction of the Buyer that the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commissioner

consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The seller will also be debarred from of five years. The buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

- 6 **ACCESS TO BOOKS OF ACCOUNTS:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.
- 7 **NON-DISCLOSURE OF CONTRACT:** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.
- 8 **TERMINATION OF CONTRACT :**
 - (a) The contract can be terminated by the firm with notice of one month or by depositing/paying one month's package/contract in lieu of notice.
 - (b) PCDA (SWC) Jaipur or any authority approving contractual appointment with firm shall be competent authority for termination of contract, increase/decrease in number of hired manpower etc. with notice of one week.
 - (c) The agreement/contract period shall stand terminated automatically on expiry of stipulated period if not extended prior to stipulated date. Firm will not be entitled for any claim for service rendered after expiry of stipulated date of contract.

PART IV:- SPECIAL CONDITIONS OF RFP

1 PERFORMANCE GARRANTEE:-

The bidder will be required to furnish a Performance Gaurantee by way of Bank Gaurantee through a public sector bank or a private sector bank authorised to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 5% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Gaurantee should be valid up to 60 days beyond the date of completion of contract.

2 PAYMENT TERMS:-

(a) The Payment will be made as monthly basis for each completed month as per the attendance of each category of manpower, subject to satisfactory services.

(b) The payment of statutory charges like EPF, ESI and service tax etc. will be made to the Contractor in Arrears on actual after submission of documentary evidence by the Contractor to the effect that these charges have been deposited with the concerned Government authorities.

(c) The Contractor shall submit a consolidated monthly bill in duplicate for the amount due for the services rendered during the preceding one month by the 5th of the month alongwith attendance sheet and Satisfactory Performance Certificate duly verified by the officer with whom his workman is attached. The payment for the services will be made to the Contractor in arrears and no advance payment will be made to the Contractor. The Contractor shall also enclose a certificate on the bill of having paid the prescribed wages to the workmen as per the contractual rates.

3 STANDARDS OF SERVICE: The firm shall carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity having due regards to the nature and purpose of the assignment and will conduct itself in a manner consistant herewith otherwise be liable to action under the agreement.

4 OTHER TERMS AND CONDITIONS OF ENGAGEMENT OF FIRM:

(i) Leave arrangements: In case any manpower entrusted to work in o/o the PCDA (SWC) is on leave/absence, the firm will be responsible to make necessary leave arrangements.

(ii) Medical Reimbursement: During the period of contractual appointment, firm shall avail mediclaim insurance policy up-to Rs. 1 Lakh, offered by State Insurance Department or from any other Insurance Company. In case, Firm opts to avail it from any other Insurance Company, the premium will be paid by firm.

(iii) Gazetted Holidays: Holidays gazetted by Government of India shall be admissible. However, no restricted holidays shall be admissible. The payment will be paid extra if called for on Saturdays/Sundays/Holidays as normal Contract rate.

(iv) Permission for leaving Headquarters: Firm will not leave headquarters without prior permission of PCDA (SWC) Jaipur of his/her authorized authority in this regard.

(v) Firm shall not be provided any loans and advances by the PCDA (SWC) Jaipur.

(vi) No bonus shall be payable to Firm/hired man power.

(vii) Firm shall get himself/herself covered under any accidental insurance scheme. For this purpose, Firm can join the accidental insurance scheme from SI Department to opt for accident insurance coverage from any other insurance company. No payment will be borne by PCDA (SWC) in this regard.

(viii) No terminal leave shall be admissible on termination of the contract.

opt for accident insurance coverage from any other insurance company. No payment will be borne by PCDA (SWC) in this regard.

- (viii) No terminal leave shall be admissible on termination of the contract.
- (ix) TDS on income, if due, shall be recovered from package payable to firm.
- (x) Firm Should have ESI and EPF and Service Tax Registration.
- (xi) Firm Should have valid PAN.
- (xi) Firm should have labour license.

5 **GENERAL CONDITIONS AND OBSERVANCE :**

- (a) The firm shall observe general satisfactory conducts and ethics at the level expected under orders/rules and instructions issued by PCDA (SWC) Jaipur.
- (b) The firm shall be non-transferable i.e. the firm will not sub-contract the services being provided to PCDA (SWC) Jaipur.
- (c) The firm will not accept any full time/part time employment or engage in any other work, business occupation or pursued any study course without the prior approval of the PCDA (SWC) Jaipur.

- 6 The Period of Contractual appointment shall be from 02-03-2016 to 01-03-2017. In case of external/Central Govt. funding for projects stops before the normal date of closure for any reason whatsoever, agreement shall stand terminated automatically at the end of one month from the date of such intimation by this office.

6
21/02/16
SAO (AN)

Schedule 'A'							
Sl	Description of Services required	Nos	Classification	Rate per day of wages including V.D.A.* as per **	Days in a Month (8 working hours in a day)	Financial Implication in Rs for 26 days	
1	Labourer	08	(Unskilled)				
2	Safaiwala	04	(Unskilled)				
3	Chowkidar	01	(Unskilled)				
4	Mate	02	(Semi-skilled)				
5	Cook	01	(Skilled)				
6	Gardener	01	(Skilled)				
7	Data Entry Operator (EDP)	02	(Highly Skilled)				
8	Total	19					
9	Service Charge @.....						
10	EPF @ 13.61% Auth : Section 1(3)(a) of Employees Provident Funds and Misc Provision Act 1952						
11	ESI @ 4.75% Auth : Section 38 of Employees State Insurance Act 1948						
12	SUB-TOTAL (Rs.)						
13	Service Tax @ 14.50% (except on Safaiwalas) Auth : Para 25 (a) of GOI Min of Finance Notification No. 25/2012-Service Tax, dated 20.06.2012						
						TOTAL	

*Rates are on the basis of Gazetted notification (under minimum wages Act)