

Request for PROPOSAL (RFP) FOR outsourcing of contract labours,
security Guards on contract basis for "Ajaymeru" DAD Transit Facility
(ON CONTRACT BASIS)

FOR ONE YEAR (from 01/04/2019 to 31/03/2020)

RFP No: AN/II/128/2019-20

dated: 12/03/2019

1. Request for proposal (RFP) – Commercial bid in a sealed cover is invited in attached **Part I Annexure-"A"** for outsourcing of contract labours, security Guards on contract basis for "Ajaymeru" DAD Transit Facility on contract basis for PCDA (SWC) Jaipur in attached **Part I Annexure-"A"** as per details listed in Part III of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed Cover to avoid the Bid being declared invalid.
2. The address and contact number for sending Bid or seeking clarifications regarding this RFP are given below-

a)	Bids/Queries to be addressed to	Accounts Officer (AN-II), O/o the PCDA (SWC) Jaipur-12
b)	Postal address for sending the Bids	PCDA (SWC), Khatipura Road Jaipur- 12
c)	Name/designation of the contact person	Shri Sachchidanand, AO (AN-II)
d)	Telephone numbers of the contact person	0141-2388480
e)	Fax Number	0141-2388461

3. This RFP is divided into five parts as follows:-

- (a) **Part I** – Annexure-"A".
 - (b) **Part II** - Contains General information and instructions for the Bidders about the RFP Such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (c) **Part-III**- Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - (d) **Part IV** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
 - (e) **Part V** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
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.

Yours Sincerely,
(Sachchidanand)
AO (AN-II)

Encl: (As above)

Part I Annexure "A"

Period of Contract				For one Year		
Sl	Description of Services required	Nos	Classification (Unskilled/semiskilled/skilled)	Rate per day of wages including V.D.A.*	Days in a Month (8 working hours in a day)	
1	Mate	03	Semi Skilled			
2	Sweeper	02	Un Skilled			
3	Chowkidar	03	Un Skilled			
4	Cook	02	Skilled			
5	Gardener	01	Skilled			
6	Total	11				
7	Service Charge @..... (if any) (with full justification)					
8	EPF @---- Auth : Section 1(3)(a) of Employees Provident Funds and Misc Provision Act 1952					
9	ESI @----- Auth : Section 38 of Employees State Insurance Act 1948					
10	SUB-TOTAL (Rs.)					
11	GST @ (except on Sweepers) Auth : Para 25 (a) of GOI Min of Finance Notification No. 25/2012-Service Tax, dated 20.06.2012					
					TOTAL	

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

** EPF/ESI/GST will be payable as per latest Govt orders (copy may be enclosed)

14	Name of the firm	
15	Registration No & Authority for contract labour and Security Guard (copy should be attached)	
16	Address of the firm including E-Mail	
17	Communication address of the firm	
18	Office telephone No.	
19	Representative's name & Mobile No.	

9. Declaration.

(a) I/We declare that the information given above is true and correct to the best of my/our knowledge. I/we fully understand that in case information proven to be otherwise at any point of time in future, the any award given in the firm's favour with respect to this tender shall be liable to be cancelled.

(b) ALL THE TERMS & CONDITIONS GIVEN IN THE TENDER NO. AN/II/128/cont Lab/GH/2019-20 DATED 12.03.2019 ARE ACCEPTED BY US.

Seal of the firm with date

Authorised signatory
for the firm

To be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm into the contract with proof thereof.

PART II – GENERAL INFORMATION

1. Last Date and Time for Depositing the Bid 1300 Hrs on 26.03.2019.

The sealed cover Bids should be deposited/reached by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of Depositing the Bids.

Sealed cover bids should be dropped in the Tender Box duly marked as **outsourcing of casual labours, security Guards on contract basis for "Ajaymeru" DAD Transit Facility.**

Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents, Bids sent by FAX or e-mail will not be considered.

3. Time and Date for Opening of Bid is 1600 Hrs on 26-03-2019 (if due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. Location of the Tender Box **AN-II Section O/o the PCDA (SWC) Khatipura Road, Jaipur.** Only those Bids that are found in the tender box will be opened, Bids dropped in the wrong Tender Box will be rendered invalid.
5. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time.
6. Bid would be opened on the time and date mentioned above, Price negotiation thereafter may be carried out with the lowest bidder (L1) in deciding to award the contract.
7. **Forwarding of Bids** – Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like PAN number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **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 sought 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.
9. **Modification and withdrawal of Bids-** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the

interval between the deadline for submission of bids and expiration of the period of bid validity specified, Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids-** Quote- Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to Quote-** 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.
13. **Validity of Bids-** the Bids should remain valid till 90 days from the last date of submission of the Bids.

PART III – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. Schedule of Requirements - For carrying out above mentioned Outsource Services following manpower are required:-

(a)	Attendant	-	03
(b)	Sweeper	-	02
(c)	Chowkidar	-	03
(e)	Cook	-	02
(f)	Gardener	-	01
	Total	-	11

2. Contractor will provide following Outsourced 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) Look after the needs of the Distinguished Guest visiting "Ajaymeru" DAD Transit Facility
- (ii) General Cleaning and upkeep of DAD Transit Facility.
- (iii) Security (Watch & ward) duties.
- (iv) Cleaning of rooms.
- (v) Dusting of furniture of all the Rooms in DAD Transit Facility.

- (vii) Cooking
- (viii) Gardening
- (ix) Any other work assigned by the administration.

3. Eight working hours (Though 05 days week i.e. Monday to Friday) is to be observed for providing daily/on-demand basis services as above, the services may have to be provided on Saturday/Sunday/Public holidays also, if required by office of the PCDA (SWC).

4. 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.

5. 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 time to time, shall be made applicable on the date of entering in to this agreement.

To ensure the same, payment to the labourers/workmen will have to be made only in the presence of AO (AN-II), PCDA (SWC) or through direct credit into labourers/workmen bank account.

6. 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.

7. The **Period** of Contract will be **one year** from the date of entering into contract.

8. 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 bid security will be forfeited.

9. 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.

10. Terms and Conditions

(a) Before tendering, the bidder should satisfy himself with the terms and conditions of the contract. No claim on grounds of lack of knowledge, in any respect, shall be entertained.

- (b) All additions and alterations made while filling the tender must be attested by signatures of the bidder. Overwriting of figures is not permitted. Failure to comply with either or both these conditions shall render the tender void.
- (c) The tender form must be filled in English and all entries must be made by hand & written in ink, All numerical be written in words and figures, If any of the documents is missing or unsigned, the tender will be liable to be rejected.
- (d) The Tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the tender is liable to be rejected.
- (e) Tenders are to be submitted in sealed covers and deposited in the TENDER BOX as per Para 4 Part II above.
- (f) Further negotiation will only be made with lowest bidder (L1) as determined by the committee.
- (g) Tenders received after specified date/time will be rejected.
- (h) The successful bidder shall be bound to implement the contract by signing an agreement within a period specified by the SR. AO (AN) PCDA (SWC), Jaipur-12. The bid shall remain valid for a period of 90 days from the date of submission.

11. Antecedents of the workmen: The contractor shall ensure that the antecedents of the workmen reporting for duty are verified by the police and the same should be submitted to this office. The workmen should be of good character and neat & clean, The contractor shall be responsible for the discipline and behavior of workmen deployed by them. **The contractor will train the workmen on the courtesy to be extended to the user.** Workmen will be presented in proper uniform during office Hrs. No washing allowance will be paid by this office

- (a) **Compliance of labour laws-** The contractor shall fulfill all obligations under various labour laws in force regarding deployment of contract workers in respect of the services provided under this contract.
- (b) **Bills –** Monthly bills for bonafide services are to be submitted latest by the 5th day of the subsequent month to PCDA (SWC) Jaipur Calculation of wages will be submitted by the firm and verified by this office on monthly basis.
- (c) **Payment:** On satisfactory completion of the duty during the month, the firm shall be required to submit the bill in duplicate, After due verification, the bill would be processed for payment to PCDA (SWC) Jaipur, **Since the payment is being released through RTGS/NEFT, the firm would be required to complete certain formalities for electronic transfer of money in their account. Cash payment under no circumstances would be allowed.**

1. 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.
2. **Law.** - The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
3. **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 one year. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
4. **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).
5. **Penalty for use of undue influence:** The Bidder 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 Contracts 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 disfavor 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 Bidder or any one employed by him or action on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offence by the Bidder 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 Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Bidder and recover from the Bidder 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 Bidder.

Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/employee of

officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Bidder 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.

6. **Agents / Agency Commission** – The Bidder confirms and declares to the Buyer that the Bidder is the original authorized Service vendor of the items 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 Bidder: 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 Bidder agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Bidder will be liable to refund that amount to the Buyer, The seller will also be debarred from entering into any Contract with the Government of India for a minimum period 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 Bidder 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.
7. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Bidder 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 Bidder, on a specific request of the Buyer, shall provide necessary information/inspection of the relevant financial documents/information.
8. **Non-disclosure of Contract documents-** 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.
9. **Termination Clause-** The Buyer shall have the right to terminate the

- (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.
 - (d) The seller is declared bankrupt or become insolvent.
 - (e) The Buyer has notices that the seller has utilized the services of any Indian agent in getting the supply order and paid any commission to such individual/company etc.
 - (f) As per decision of the Arbitration Tribunal.
10. **Notices-** Any notice required or permitted by the contract shall be written in the Hindi/English language and may be delivered personally or may be sent by FAX or E-mail addressed to the last known address of the party to whom it is sent.
11. **Transfer and sub-letting** – The Seller has no right to give, bargain, sell, assign of sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
12. **Amendments-** No provision of present Contract shall be changed or modified any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
13. **Taxes and Duties-** As applicable.

Part V – Special Conditions of RFP

1. The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP 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 Bid submitted by the Bidder.
2. **Performance Guarantee-** The Bidder will be required to furnish a performance guarantee by way of Bank Guarantee through a public sector bank for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order, Performance Bank Guarantee should be valid up to 60 days beyond the completion date of contract.
3. **Option clause.** – Applicable.
4. **Repeat Order Clause-** Applicable.

6. Payment Terms for indigenous Bidders:

(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 GST etc. will be made to the Contractor in Arrears after actual 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 along with 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.

(d) The Buyer reserves the right to change the category of labour from skilled to Semi-skilled, Semi-skilled to Un-skilled and Vice-Versa based on the accuracy they work with and can handle particular tasks.

7. **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 consistent herewith otherwise be liable to action under the agreement.

8. OTHER TERMS AND CONDITIONS OF ENGAGEMENT OF FIRM:

(i) Leave arrangements: In case any manpower entrusted to work in "Ajaymeru" DAD Transit Facility is on leave/absence, the firm will be responsible to make necessary leave arrangements.

(ii) 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/Public Holidays as normal Contract rate.

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

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

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

(vi) 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

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

(viii) TDS on income, if due, shall be recovered from package payable to firm.

(ix) Firm Should have GST, ESI, EPF and Service Tax Registration.

(x) Firm Should have valid PAN.

(xi) Firm should have labour & security license.

9. **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 Contract 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.

10. The Period of Contractual appointment shall be one year from the date of entering into contract. 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.

11. Paying Authority- PCDA (SWC) Jaipur.

12. Acceptance of terms & conditions- The Bidder shall clearly mention the following in their offer letter:-

WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER LETTER NO. AN/II/128/Cont Lab/GH/2019-20 DATED 12.03.2019.

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