



Office of the Principal Chief Controller of Accounts
Central Board of Excise & Customs
1st Floor, DGACR Building,
New Delhi-110002.

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TENDER DOCUMENT

No.Esst.1(2)4/Labour/2014-15/ 43-II

Date: 10 .11.2014

1. Sealed bids on behalf of the President of India, are invited under **Two Bid System** i.e Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower resources Companies /Firms /Agencies for providing services of **16 un-skilled and 2 semi-skilled** manpower in the offices of Pr.CCA, CBEC, New Delhi, for a period of one year from the date of contract on **Minimum Wages Rates** under Minimum Wages Act as applicable in New Delhi.
2. Desirous companies/firms/agency may obtain tender documents on request in writing from Sr. AO (E-I), O/o Pr.CCA, CBEC 1st Floor, DGACR Building, New Delhi-110002 on from **14.11.2014 to 25.11.2014** between **10:00 Hrs to 17:00 Hrs. Alternatively the document can be downloaded from website of this office (Website address – pccacbec.nic.in).**
3. The interested Companies/ Firms/ Agencies may submit their bid document, complete in all respects, along with requisite documents from **10:00 Hrs from 14.11.2014 to 25.11.2014 till 15:00 hours** to the undersigned in **O/o Pr,CCA, CBEC** at above mentioned address. **The bid shall not be accepted after prescribed deadline under any circumstances whatsoever.**
4. The office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason or to cancel the tender. The decision of this office in this regard shall be final and binding on all.
5. Cost of document; - Rs. 1000/- in DD/FDR to be submitted along with bid documents.
6. The successful bidder shall have to submit the security deposit @ 10% of the contract value in favor of Pay & Accounts officer, CBEC, New Delhi and it shall be in the form of an irrevocable bank guarantee from any scheduled bank. It shall be refunded on satisfactory completion of contract.

Sr. Accounts Officer (Estt-I)
O/o Pr.CCA, CBEC
New Delhi

SCOPE OF WORK, TERMS & CONDITIONS and INSTRUCTIONS FOR BIDDERS

1. **The Office of Pr.CCA, CBEC, New Delhi** invites sealed bids from established and financially sound Companies / Firms / Agency for providing manpower services of un-skilled and semi- skilled manpower to the office.
2. **The manpower so hired shall be strictly paid in accordance with Minimum Wages Act/Rates applicable in Delhi.**
3. The contract is initially for one year and likely to commence in **November-December-2014 or the date award of contract**. The period of the contract may be further extended after the completion of contract provided the requirement of the office for unskilled manpower exists at that time. The office reserves the right to terminate, without assigning any reason, the contract during its currency at any time after giving one month notice to the successful bidder.
4. **The office has initial requirement for sixteen un-skilled and two semi-skilled manpower.** The unskilled manpower should be able to read and write Hindi and also be able to read addresses and names in English.
5. The bids are invited under **two-bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit separate sealed envelopes super scribing **“Technical Bids for providing manpower services”** and **“Financial Bids for providing manpower services”** to the office. Both sealed envelopes should be kept in a **Third envelope** duly sealed super scribing **“Bid for providing manpower services manpower to the office of Pr.CCA CBEC, New Delhi.**
6. **PRE-QUALIFICATION REQUIREMENTS OF THE BIDDER FIRM / AGENCY**
The bidder should fulfill the following technical qualifications:
 - i. The Registered Office or one of the Branch Offices' of the bidder should be located either in Delhi/ NCTDR.
 - ii. The bidder Company / Firm / Agency should be registered with the appropriate registration authority. The bidder Company / Firm / Agency should have at least two years' experience in providing manpower resources to Public Sector Companies / Banks / Government Departments or any registered company;
 - iii. The bidder Company / Firm / Agency should be registered with Income Tax and Service Tax departments;
 - iv. The bidder Company / Firm / Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
 - v. The bidder Company/Firm/Agency should have a minimum financial turnover of Rs.5 lakhs in providing man power service in the last two years.
 - vi. The employable persons' antecedents should have been got verified by the agency from the local police authorities.
7. The bidder is required to enclose self attested photocopies of the following documents along **with the Technical Bid, failing which their bids may be summarily/out rightly rejected and may not be considered:**
ORDER FOR ARRANGING VARIOUS DOCUMENTS IN TECHNICAL BID-
 - **Rs. 1000/- DD in towards cost of tender document.**
 - Unconditional acceptance of Terms and conditions of the tender
 - Application Form -Technical Bid;
 - Attested copy of registration of agency;
 - Certified copy of the statement of bank account of agency for the last one year;
 - Attested copy of PAN / GIR Card;
 - Attested copy of the latest too IT return filed by agency;
 - Attested copy of Service Tax registration certificate;
 - Attested copy of the P.F. registration letter / certificate; Attested copy of the E.S.I. registration letter / certificate;
 - Certified document in support of financial turnover of the agency.
 - Certified documents in support of entries in Technical Bid
 - Application regarding experience of the bidder for similar work
 - Declaration regarding furnishing of correct information & Certificate regarding non participation of near relative
 - **Whole Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**

8. The interested Companies/Firms/Agencies may put the tender document complete in all respect along with all enclosures
9. The nature of service for the unskilled and semi-skilled manpower shall include but not be limited to the following activities.
For Unskilled Manpower
 - a. Opening and closing of office and office up-keeping.
 - b. Regular cleaning, dusting of furniture, instruments & tools etc so as to maintain general cleanliness and hygiene in the office and all other work entrusted to them from time to time.
 - c. Movements of letters/files within offices.**For Semiskilled Manpower**
 - a. Photocopying, faxing, making sets of reports etc and other general office documentation.
 - b. Maintaining various registers/office records/documents under instructions of officials.
 - c. Scrutinizing various documents, sorting out records, up-keeping of files etc.
 - d. Data entry on computer and retrieval of data.
10. The requirement of the office may increase or decrease during the period of the contract.
12. **The conditional bids shall not be considered and likely to be rejected summarily.** All entries in the bid 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. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid. The envelope containing Technical Bid shall be opened first on the scheduled date and time at **4:00 P.M. on 25.11.2014** in the **Office of the Pr.CCA, CBEC 1st Floor, DGACR Building, New Delhi-110002** in the presence of the representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on a date, time & place to be notified later in presence of short listed bidders or their authorized representatives. The **L1 bidder (based on the lowest amount quoted)** will be arrived at after consideration of total price/amount quoted for the all category.
13. **This office** reserves the right to annul any or all bids without assigning any reason.
14. The bidder must quote the technical & financial bids as per the format enclosed at **ANNEXURE I & II.**
15. The manpower employed by the agency shall be required to work normally as per the office's working days, i.e. **from Monday to Friday from 09:00 hrs. to 18:00 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs.** The manpower may also be called upon to perform duties on Saturday, Sunday and other gazzetted holidays, if required. Wages will be paid as per Minimum Wages rates on per day basis for attending the office on such holidays. The manpower, if deputed for any official work outside the office within Delhi UA area, shall not be entitled for any other emoluments except the actual bus fare for the purpose.
16. The Successful bidder shall furnish the following documents in respect of the individual Manpower who will be deployed by it in the Department before the commencement of work:
 - a. List of Manpower short listed by agency for deployment at the **Offices of Pr. CCA, CBEC in Delhi** containing full details i.e. date of birth, father name, marital status, address, photograph, identification proof etc;
 - b. Bio-data of the persons.
 - c. Certificate of verification of antecedents of persons by local police authority.
17. In case, the person employed by the successful bidder commits any act of omission / commission that amounts to misconduct /Indiscipline/ incompetence / security risks, the successful bidder will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the office within 2 days of being brought to his/her notice, failing which the provisions of clause 18 of the section will apply.
18. The bidding company shall provide identity cards to the personnel deployed in the office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.

19. The service provider shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in the office.
20. The service provider shall ensure proper conduct of his/her personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan (including Paan masala), tobacco chewing, smoking, loitering without work etc.
21. The contractor shall endeavour to provide the service of the same manpower as deployed at the beginning of the contract, throughout the period of contract, except in extra ordinary circumstances like person leaving the job or person being asked to be replaced by the office. Not more than one change per person deployed limited to three of all the person deployed shall be permitted unless such changes are justified in view of this office. If the change exceeds the limit mentioned above and in view of this office is not justified then a penalty of Rs. 200 per additional change will be imposed.
22. The agency shall designate a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the office, so that optimal services of the persons deployed by the agency could be availed without any disruption.
23. The tendering manpower Company/Firms/Agency shall not have been black-listed or debarred by any govt. Department/authority to do business. They will have to submit an undertaking duly signed by competent authority of the Firm/Agency in this regard.
24. The selected agency shall provide a substitute in the event of any person remaining absent to more than two days for any reason. **Delay by the Agency in providing a substitute after expiry of two days absence shall attract damages @ Rs. 200 per day per person (per such case) starting from the day from which the person has been absent on the service providing agency, besides deduction in payment on pro-rata basis.**
25. For all intents and purposes, the Successful bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so provided and deployed in the office for contractual services. Bidders shall indemnify the O/o Pr.CCA, CBEC from all liabilities whatsoever arising out of such deployment at any stage of contract or thereafter.
26. The Successful bidder shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. The office shall, in no way, be responsible for settlement of such issues whatsoever. The office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation. The service provider shall indemnify this office from all types of losses incidental to this contract.
27. The man power deployed by the contractor shall not have any claims of Master and Servant relationship nor shall he have any principal and agent relationship vis a vis this office. For all practical purposes the bidder shall be employer of such manpower provided to PAOs in Delhi to perform quantified task.
28. The man power deployed by the contractor for the contract shall not be entitled for claim such as pay, perks and other facilities which may be admissible to casual, ad-hoc regular / confirmed employees of the office, during the currency or after expiry of the contract. In case of termination of the contract also, the persons deployed by the contractor shall not be entitled to have any claim for absorption or relaxation for absorption in the regular / otherwise capacity in the PAOs in Delhi. This should be communicated to all the manpower deployed in the office by the contractor.
29. Payment shall be made only to the contractor and on monthly basis as per actual services. The contractor has to raise invoices in the first week of the next month for the services rendered in the month.
30. No sub-contracting is permissible. The near relatives of all PAOs in Delhi employees {Non- executive employees working in O/o Pr.CCA, CBEC, & executive employees (also called Group-A & Group-B officers working in Area of O/o Pr.CCA, CBEC, } either directly recruited or on deputation are prohibited from participation in the tender. The near relatives for the purpose are defined as :(a) Members of a Hindu Undivided family, (b) They are husband and wife, (c) The one is related to the other in the manner as father, mother, son (s) & son’s wife (daughter-in-law), Daughter(s), & daughter’s husband (son-in-law), brother(s) & brother’s wife, sister(s) & sister’s husband (brother-in-law).

31. The bidders should give a certificate (as per proforma attached) to the effect that none of his/her such relative is working in the O/o Pr.CCA, CBEC, New Delhi as defined above. In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of Limited company by all Directors of the Company. Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is noticed. The purchaser will not pay any damages to the company or firm or concerned person. The company or firm or the person will also be debarred for further participation in the concerned unit.
32. The Successful bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under the contract to any other agency without the prior written consent of the office.
33. The Successful bidder will be bound by the details furnished by him / her to the Department, while submitting the bid or at subsequent stage. In case, any of 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.

LEGAL

34. The Successful bidder will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the office.
35. Successful bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to this office to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
36. The Successful bidder shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of the office or any other authority under Law.
37. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to the effect shall be provided to the agency by the office.
38. In case, the Successful bidder fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the office is put to any loss / obligation, monetary or otherwise, the office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the agency to the extent of the loss or obligation in monetary terms.

FINANCIAL

39. The Bids, offering rates which are lower than the minimum wages (as applicable for O/o Pr.CCA, CBEC, New Delhi for the pertinent category, would be rejected.
40. **In case the bidder is not quoting or quoting very low administrative charges, reasons thereof, shall be specifically written, failing which, it will be construed that the bidder is not paying the minimum wages to the labour engaged. Hence such bids are liable for outright rejection.**
42. The claims in bill will be considered only if the **documentary proof of remittance towards EPF, ESIC, Service Tax** etc. in respect of previous month (to the authorities concerned) is attached with the bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished. The decision of this office is final in this regard.
43. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and jurisdiction will be Delhi.

ARBITRATION

44. In the event of any question, dispute or difference arising under the agreement or in connection there with except as to matter the decision of which is specifically provided under the agreement, the same shall be referred to sole arbitration of the **Pr.CCA, CBEC**. Or any other authority appointed by Pr. CCA, CBEC for the purpose.

Sr. AO, (Pr.CCA, CBEC)

DECLARATION

1. I, _____ Son / Daughter / Wife of Shri..... Proprietor/ Director/ Authorized Signatory of the agency/ Firm, mentioned above, am competent to sign the declaration and execute the 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.

Date: _____ Signature of authorized person
Full Name: _____

Place: _____ Seal: _____

CERTIFICATE

Certificate of Non-Participation of near Relatives in the tender

I _____, S/O _____, R/O _____ hereby certify that none of my relative(s) as defined in Section-II, item (25) of tender document is/are employed in O/o Pr.CCA, CBEC, Delhi under Pr.CCA, CBEC, unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, this office shall have the absolute right to take any action as deemed fit without any prior intimation to me.

Signed _____
For and on behalf of the Bidder Name (caps) _____ Designation _____
Date _____

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For providing services of unskilled/ semi-skilled

1. Name of bidder Company/ Firm / Agency : _____
(Attach certificate of registration with labour department)

2. Name of proprietor / Director : _____
of Company/Firm/agency

3. Full Address of Reg. Office : _____

4. Full address of Operating / Branch Office :
Telephone No. : _____
FAX No. : _____
E-Mail Address : _____

5. Banker of Company/ Firm/ agency with : _____
full address : _____

6. PAN / GIR 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. Financial turnover of the bidder **Company / Firm / Agency** for the last three Financial Year:

11. Give details of the major similar contracts handled by the bidder Company / Firm / Agency on behalf of PSUs and Government Departments during the last three years in the following format. Self attested copies of work orders may also be attached.

Sl.No	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs.lacs)	Duration of Contract	
			From	To

(on a separate sheet)

12. Additional information, if any (Attach separate sheet, if required)

Date: _____
Place: _____

Signature of authorized person
Name
Seal

FINANCIAL BID – Proforma

**(TO BE ENCLOSED IN A SEPARATE SEALED ENVELOPE
FOR SEMI & UN SKILLED WORKERS)**

For providing un-skilled manpower to offices under Pr.CCA (CBEC), New Delhi.

1. Name of bidder Company / Firm / Agency: _____
2. The components of rates per employee are to be quoted in accordance with the Minimum Wages Act, 1948 and rates as applicable in the area in currency for **Un-skilled/Semi-skilled Daily Wage Workers on per month basis** and other by-laws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.).

S.No.	Component of Rates*	@	Rate for one person	Total Amount
1	Monthly Rate- Fixed as per MW Rates			
2	Employees Provident Fund			
3	Employees State Insurance			
4	Firm's Service/Administrative charges #			
5	Any other liability (Please indicate)			
6	Total Service Tax Liability			
7	Total (Column 1 to 6)			

* It is presumed that each of the bidders shall be liable to make payments to the contract employee as per the above statutory liabilities and claim the same from the PAOs, in Delhi. The incidence of the above statutory payments shall be worked out by the department. If the quoted values by different bidders are different, bidder shall abide by such values based on minimum wages published by State Govt. of Delhi.

Administrative charges: The bidder shall be required to quote administrative charges per contract employee which shall be deciding parameter for the award of the contract.

Date:
Place:

Signature of authorized person
Full Name:
Seal :