



सतर्कता महानिदेशालय

DIRECTORATE GENERAL OF VIGILANCE

केंद्रीयउत्पादएवंसीमाशुल्क, तृतीयतल, होटल सम्राट

CUSTOMS & CENTRAL EXCISE, 2nd&3rdFLOOR, HOTEL SAMRAT

कौटिल्यमार्ग, चाणक्यपुरी, नईदिल्ली-110021

KAUTILYA MARG, CHANAKYAPURI, NEW DELHI-110021

फा सं V-500/13/2018/Unskilled

दिनांक- .01.2018

TENDER NOTICE

NOTICE FOR SEALED QUOTATION FOR HIRING SERVICES OF 15 UN-SKILLED LABOUR (for Multi-Task Services) ON CONTRACT BASIS TO BE CARRIED OUT AT THE OFFICE OF THE DIRECTORATE GENERAL OF VIGILANCE (HQRS.), HOTEL SAMRAT, NEW DELHI.

1. On behalf of the **Additional Director General (Vig.) Hqrs., Customs & Central Excise, 3rd Floor, Hotel Samrat, Kautilya Marg, Chanakyapuri, New Delhi-110021**, bids are invited from experienced and eligible contractors for the work of providing **15 Un-skilled Labour (for Multi-tasking Services) on contract basis** on per square foot per month basis for a total of 9844 sq ft office area to be deployed in the premises of the Office of the Directorate General of Vigilance (Hqrs.), Customs & Central Excise, Hotel Samrat, Chanakyapuri, New Delhi -110021 **for one year from the date of acceptance of the tender.**
2. The Tender documents may be downloaded from e-procurement website i.e. <https://eprocure.gov.in/eprocure/app>. Online submission of bid/quotation through the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual/Offline bid/quotation shall not be accepted under any circumstances. The Bidders are requested to visit the website <https://eprocure.gov.in/eprocure/app> regularly. Any changes/modifications in the Tender will be intimated by corrigendum through this website only.
3. The tender form for Technical bid in the proforma prescribed in Annexure –I, Annexure-II and Annexure-III and the tender form for financial bid in proforma prescribed in Annexure-IV complete in all respects
4. The last date for submission is upto 1700 hrs on 13.02.2018. The bid/quotation shall be opened at 1100 hrs on 15.02.2018. In case, any holiday is declared by the Government on the day of opening, the bid/quotation will be opened on the next working day at the same time.
5. In case only one bid/quotation is received, another extension of 3 days will be given i.e. upto 16.02.2018 and after that the bid/quotation so received will be opened and evaluated on 19.02.2018.
6. The ADG, DGoV reserves the right to accept or reject any or all the bids without assigning any reason, whatsoever. The decision of the ADG in this regard shall be final and binding on all.
7. If at any stage, before/ after the tendering process, it is found that any of the details/documents furnished by the bidder is false/ misleading/fabricated, then his/her bid would be liable for rejection/disqualification with suitable charges in that regard. If such rejection/disqualification occurs after the bid/quotation have been opened and the highest bidder gets rejected/disqualified, then this Directorate reserves the right to consider the next bidder or take any other measure as may be deemed fit including annulment of the selection process.

8. At any time before the due date for submission of the bid/quotation, the Deputy Commissioner (Admn.) may for any reasons whether at his own initiative or in any response to a clarification requested by the firms, modify the NIT documents by amendments which will be uploaded in the website.
9. The bid/quotation shall be opened at 11:00 hrs. on 15.02.2018 in the presence of the bidders who choose to be present during the opening of the bid/quotation. The Technical bid/quotation will be opened first and the financial bid/quotation will be opened later as per the Schedule mentioned in the Notice.
10. The bid/quotation for which a notice of withdrawal has been submitted shall not be opened. Only those bid/quotation that are received on or before the due date and time and which contains all the information as desired shall be considered.
11. The agency will have to comply with all legal provisions relevant for this purpose.

Deputy Commissioner (Admn.)
DGoV (Hqrs.), New Delhi

Copy to: Notice Board, DGoV (Hqrs.)/ Webmaster for displaying on CBEC website

Annexure 1 – General Terms and Conditions of the Tender

1. The Service Provider shall quote their rate on per square foot per month basis and not based on the number of persons to be deployed or per person basis. **However, the Service Provider will be liable to provide/deploy 15 MTS in this office.**
2. The contract would preferably be awarded to the agency which has quoted the lowest rates while meeting all the terms and conditions given in the tender. To safeguard against failure by their agency to provide the services as per the terms and conditions of the tender, the Directorate General of Vigilance reserves the right to empanel other tenderer who are prepared to provide the same services as per the same terms and conditions as that of L-I tenderer.
3. The deductions towards PF and ESI etc. should be factored in the rates being quoted on per month basis and the same would not be payable over and above the rates thus quoted. The Service provider shall deposit these liabilities with respective authorities and consequential benefit shall be given to the employees under contract during the contract period. The vendor shall comply with all applicable laws of the Central Govt., State Government and any other law for the time being in force including the Minimum Wages Act, ESI, Provident Funds, GST Law and including any revision/amendment therein in the rates of the same during the currency of the subject contract. This office will not be responsible for any dispute that may arise in connection with the subject service, between the service provider and any State or Central Government or local bodies dealing with E.P.F., E.S.I., Labour Laws, Goods & Service Tax and Income Tax etc.
4. All existing statutory regulations of both the State as well as the Central Governments shall be adhered to by the service provider and all the records maintained in this regard shall be made available for scrutiny by the Statutory Bodies. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice in addition to the action proposed to be initiated by statutory bodies.
5. The Service Provider shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged by them for fulfillment of contractual service and this office shall not be liable for any damage or compensation to any person or third party including the statutory obligations. For the entire work out sourced, the service provider will be the employer for the disputes between their employee and them.
6. The Service Provider shall be directly responsible for any / all disputes arising between him and his persons and keep this office indemnified against all the actions, losses, damages, expenses and claims whatsoever arising thereof.
7. The service provider shall ensure that the persons deployed by him for performance of the above outsourced work shall be physically fit and free from any communicable/chronic disease. They should be in proper uniform. They should be punctual and complete the cleaning work of the entire office premises by **09.30 AM** daily.

8. It will be obligatory on the part of the Service Provider for safe upkeep and proper handling of the office equipments. If any damage is caused to the office equipments, the service provider shall be liable for action under the law and the loss / damages so caused will be paid by / recovered from the Service Provider.
9. The service provider shall take all possible precautions to prevent any unlawful / disorderly conduct or acts of the persons deployed by him. He shall be fully responsible for theft, burglary, fire or any mischievous deeds of the staff/manpower deployed by him for the outsourced work.
10. It is made clear that the engagement of the service provider does not in any way confer any right to the service provider or the manpower deployed by him for the outsourced work, for claiming any regular or part time employment in this office or any other Govt. office.
11. The service provider should furnish full details regarding residential address, age, qualification, parentage etc. of the persons so deployed. **They should be provided with uniform and identity cards which should be displayed prominently. He should ensure that the persons supplied should not have any Police record/ criminal cases against them. They should make adequate enquiries about the character and antecedents of the persons whom they are deputing for the outsourced work.**
12. The manpower so deputed shall be the employee of the Service Provider and shall remain under their control and supervision. The Service Provider shall be liable for the wages and or other claims of such persons. He shall ensure compliance of The Child Labour (Prohibition and Regulation) Act 1986 and related laws.
13. Service provider must ensure timely salary payment (before 7th day of the month) to the contractual employees provided by him/ her to this office. If it is found that Minimum wages, EPF, ESI etc statutory norms are not being followed by the service provider then it will be viewed very seriously and will lead to contract termination and the service provider will be blacklisted.
14. The Service Provider shall be paid the amount payable on monthly basis as per the terms of the contract on submissions of monthly bills in triplicate, subject to satisfactory performance of the service rendered. The payment to the Service Provider will be made by RTGS or through Account Payee Cheque only, on presentation of the bill. Income-tax shall be deducted at source as per the rates notified by the Income-Tax Department.
15. The Service Provider shall be solely responsible for payment of wages / salaries, other benefits and allowance to his personnel that might become applicable under any Act or order of the Government including the Minimum Wages Act. This office shall have no liability whatsoever in this regard and the Service Provider shall indemnify this office against any / all claims which may arise under the provisions of various Acts, Government order etc.
16. The contract will be awarded for a period of one year. This Directorate further reserves its right to extend this contract beyond a period of one year if performance is found satisfactory.
17. In the event of a tie among the lowest bidder, the deadlock will be sorted out by taking into consideration the prior experience of supplying unskilled labour to this office, other CBEC offices and other Central / State Govt./ PSUs by the bidders.

18. The normal working hours would be from 9:00 A.M. to 6:00 P.M., six days a week including Saturdays. If manpower is required on Sunday / Gazetted holiday, the service provide will be paid extra at the rates calculated on pro-rata basis.
19. If a firm quotes 'Nil' service charges/ consideration the bid shall be treated as unresponsive and will not be considered.
20. The Service Provider shall in no case lease/transfer/sublet/ this outsourced work to any other service provider.
21. Company's annual turnover must be more than Rs.2 Crores and proof must be enclosed with Chartered Accountant's certification.
22. Service Provider must have minimum 5 years experience of providing similar services to Public Sector / Govt. Organization.
23. On acceptance of Bid, the service provider has to submit performance guarantee of an amount equivalent to 10% of the total contract value in **Bank Guarantee from a Nationalized Bank drawn in favour of Pay & Accounts Officer, DGICCE, New Delhi** at the time of awarding the contract. The performance Guarantee should remain valid upto **60 days after the completion of the contract.**
24. The performance guarantee is to be submitted to this office within 15 days of issuance of contract award letter. Failure/ delay in submission of the performance guarantee will render the contractor liable for a penalty of Rs. 1000/- per day.
25. In case service provider fails to provide the outsourced services on any day, pro-rata deduction will be made from his monthly bill. In addition, a penalty of Rs.500/- per day may also be imposed on him for any deficiency in the outsourced services.
26. The Service Provider shall be liable to submit the GST challans, ESIC challans, EPF Challans alongwith EPFO details on monthly basis alongwith the Bill submitted by them.
27. Notwithstanding anything contained herein, the Additional Director General reserves the rights to terminate the contract by giving 30 days notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor. Further, the Additional Director General reserves the rights to extend the contract further, subject to satisfactory performance of the Service Provider.

We agree to the above terms and conditions

Signature of Authorized Signatory with date _____

Name of the Firm _____

Seal _____

Annexure-II
TECHNICAL BID

Tender Notice

1	Name of the Organization / Firm	
2	Name(s) of the Proprietors / Directors	
3	Registered Address	
4	Telephone No. Fax No. Mobile No. Email (if any)	
5	Whether the firm is registered and license holder under Contract Labour (Copy to be enclosed)	
6	GST Registration No. of the Firm (Copy to be enclosed)	
7	Permanent Account No. of the firm (PAN) (Copy to be enclosed)	
8	Provident fund number / ESI Regn. No allotted by Regional Provident Fund Office, if any. (Copy to be enclosed)	
9	Total staff/workers of the firm.	
10	Have your firm provided similar services to Public Sector / Govt. Organization during last five years. (Proof to be enclosed)	
11	Rate quoted complies with the Minimum Wages Act, 1948, as revised from time to time and as notified by the Govt. of India, with all statutory provisions.	

Signature of the bidder with Name office seal

Annexure III
Compilation Sheet

(To be placed in Technical Bid)
(Please Tick the appropriate)

Tender Notice

S.No.	Particular	YES	NO
01.	Does your company has valid GSTN No? (If yes, Enclose Copy)		
02.	Is your Company registered in EPFO? (If yes, Enclose Copy)		
03.	Is your Company registered in ESI? (If yes, Enclose Copy)		
04.	Have your firm provided similar services to Public Sector / Govt. Organization during last five years.		
05.	Is the Provident fund deducted from the salary of your all employees?		
06.	Are you paying the Minimum wages to your employees as per Govt. of India Rules?		
07.	Is your company having valid PAN No? (If yes, enclose the copy)		
08.	Does your company have a minimum turnover of Rs.2 Crore or above (Enclose proof of the same)		

The above information given is true:-

Name of the Company:-

Name of the Authorized person:-

Signature of the authorized person:-

Mob No.:-

Annexure –IV

FINANCIAL BID

(To be enclosed in a separate sealed envelope)

1. Name of bidder Company / Firm / Agency:
2. Address (with Tele & Fax No.)
3. It is certified that wages to be paid shall not be less than the prescribed minimum rate of Wages under the Minimum Wages Act, 1948, as revised from time to time and as notified by the Govt. of India.
4. **Per Month Quotation Details:**

Grade of Labour	Wages per day per sq ft*	Wages per month per sq ft*	Service Charge per month	Service Tax at applicable rate per month	E.P.F. per month	ESI per month	Total Charges per month
Un-skilled							

*** Rates payable to the persons should be as per Minimum Wages Act, 1948.**

**** Service charge per month/ Contractor's Commission is the Profit margin of the service provider. It must be ensured that Minimum wages, EPF and ESI norms must be strictly adhered and any deviancy will be viewed very seriously or blacklisting.**

The Rates should be indicated in both figures and words. If there is any difference between the said two rates, the rates quoted in words will prevail.

DECLARATION

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case, any deviation is found in the above statement at any stage; I/We shall be blacklisted and will not have any dealing with the Department in future.

Signature of Authorized Signatory with date _____

Name of the Firm _____

Seal _____

Terms of Payment

Tender Notice

(I) The contractor shall submit the bill for every month by the first day of next month—duly certified by the PRO/ officer nominated. No interim bills will be entertained. Payment will be made through cheque or by any other mean only within – 10 to 15 days from the date of submission of bill provided there is no dispute in respect of rates, quantity and quality of work and on the basis of endorsement made by the respective PRO/ officer nominated. The payment is subject to TDS applicable as per the Income Tax act, 1961

(II) Bills chargeable to the Additional Director General (Vig.) shall be paid on a monthly basis for the services rendered. In case of any complaint of non-fulfillment or any obligation under the contract, the Additional Director General (Vig.), DGoV, (Hqrs.), New Delhi reserves the right to deduct the payments due from the contractor from monthly bill(s).

(III) In case this office receives any complaint regarding non-payment of minimum wages to any personnel the amount payable to these personnel will be recovered from Contractor's bill and paid to such personnel. Service charge per month/ Contractor's Commission is the Profit margin of the service provider. It must be ensured that Minimum wages, EPF and ESI norms must be strictly adhered and any deviancy will be viewed very seriously or blacklisting.

We agree to the above terms and conditions.

Signature with Date _____

Name of the Firm _____

Seal _____

Mob No.: _____

UNDERTAKING BY THE BIDDER

Tender Notice

This is to certify that I/we before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature with date _____

Name of the Firm _____

Address of the Firm _____

Seal: _____

Mob No. _____