

Directorate of Logistics
Customs & Central Excise
4th Floor, A-Wing, Lok Nayak Bhawan
Khan Market, New Delhi – 110511
Khan Market, New Delhi-110 511

F.No. 204/9/2016-DL

Dated-20.07.2017

TENDER NOTICE

NOTICE FOR SEALED QUOTATIONS FOR DATA ENTRY OPERATOR & UNSKILLED WORKER FOR O/O THE DIRECTORATE OF LOGISTICS, Customs & Central Excise, 4th Floor, Lok Nayak Bhawan, Khan Market, New Delhi ON 'NO-WORK-NO-PAY' BASIS

Sealed Quotations are invited under two bid systems i.e. Technical and Financial Bid from reputed Placement Agencies/Manpower Suppliers for the supply of Data Entry Operator and unskilled manpower for carrying out the day to day office works in the office situated at Directorate of Logistics, Customs & Central Excise, Lok Nayak Bhawan, Khan Market, New Delhi and it's other offices located in New Delhi for a period of one year with effect from 1st August, 2017.

2. The bids should be submitted separately in the prescribed format by **27.07.17 before 01:00 P.M.** in the office to the undersigned. The prescribed bid documents with the terms and conditions are enclosed.
3. The bid shall be opened on **27.07.2017 at 03:00 P.M.** in the chamber of Deputy Commissioner (Admn) of Directorate of Logistics, Customs & Central Excise, Lok Nayak Bhawan, Khan Market, New Delhi in the presence of the bidder or their authorized representative. Deputy Commissioner (Admn.), Directorate of Logistics, Customs & Central Excise, Lok Nayak Bhawan, Khan Market, reserves the right to accept or reject any or all the bids without assigning any reason, whatsoever. The decision of the Deputy Commissioner (Admn.) in this regard shall be final and binding on all.
4. If at any stage it is found that any of the details / documents furnished by the bidder is false/ misleading/fabricated, his/her bid would be liable for cancellation.
5. The tender notice along with terms and conditions can be obtained from the Superintendent (Hqrs), Directorate of Logistics, Customs & Central Excise, Lok Nayak Bhawan, Khan Market,, New Delhi on all working days or can be downloaded from the official website <http://www.dolcbec.gov.in>.
6. If the tenders are sent by post, the same must be sent only by Indian Post viz. Speed Post/Regd. Post and it should be ensured that cover should be intact at the time of reaching destination without any damage or loss. Department is not responsible for delay on account of postal services.

7. The bidder shall sign and stamp each page of the tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained therein and submit the same along with the technical bid.

8. The vendor shall note that the bid should be completed in all respects. The Department bears no responsibility, if the bid is found incomplete, improper or tempered.

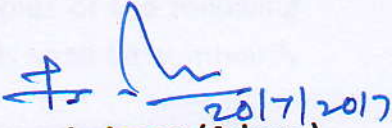

Deputy Commissioner (Admn.)
Directorate of Logistics, Delhi

Enclosure: -

- (i) Terms and conditions.
- (ii) Format for Technical Bid and Financial Bid
- (iii) Checklist of documents to be submitted with the Technical Bid.
- (iv) Format for Declaration.

Copy for information to: -

1. Notice Board at Lok Nayak Bhawan and Shanti Niketan for general Public.
2. Website of Directorate of Logistics.
3. The Superintendent (Hqrs.), O/o Principal Commissioner, GST-I, II, III & IV, Delhi with a request to put the notice on Hqrs. Notice Board.
4. The Superintendent (Hqrs.), DRI, Delhi with a request to put the notice on Hqrs. Notice Board..
5. The Admn. Officer, DGCEI, Delhi with a request to put the notice on Hqrs. Notice Board.
6. The Superintendent (Hqrs.), O/o Principal Commissioner, Customs, NCH, New Delhi with a request to put the notice on Hqrs. Notice Board.


Deputy Commissioner (Admn.)
Directorate of Logistics, Delhi

TERMS AND CONDITIONS

[Bid document for providing Data Entry Operator and unskilled worker for O/o the Directorate of Logistics, Customs & Central Excise, Lok Nayak Bhawan, Khan Market, New Delhi on outsourcing basis.]

The Directorate of Logistics, Customs & Central Excise, Lok Nayak Bhawan, Khan Market, New Delhi, CBEC, Ministry of Finance, Government of India, Delhi invites sealed quotations for Data Entry Operator and unskilled worker initially for a period of one year. The period of the contract may be extended further subject to approval of the competent authority.

2. The bids are invited under two bid system i.e. Technical and Financial Bid. The agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid for providing Data Entry Operator and unskilled worker" and "Financial Bid for providing Data Entry Operator and unskilled worker". Both sealed envelopes should be kept in one sealed envelope super scribing "Bids for providing Data Entry Operator and unskilled workers for **O/o the Directorate of Logistics, Customs & Central Excise, Lok Nayak Bhawan, Khan Market, New Delhi** addressed to the Deputy Commissioner (Admn.) of Directorate of Logistics, New Delhi.

3. The placement agency/manpower supplier should submit the technical bid and financial bid in the prescribed format enclosed herewith. No bids would be received/allowed after expiry of last date and time mentioned in the notice inviting bids.

4. The envelope containing Technical Bid shall be opened first on the scheduled date and time in the presence of the bidder or their authorized representative who wish to be present at that time. Financial Bids of the technically qualified, eligible bidders meeting all the requisite criteria only shall be opened and taken into consideration.

5. QUALIFICATION FOR THE BIDDER:

The bidder is required to enclose self-attested photocopies of the following documents along with the Technical Bid failing which their bids shall be summarily rejected and will not be considered any further.

- a) Copy of PAN.
- b) Copies of EPF and ESI certificates, as applicable.
- c) Copy of GST Registration Certificate, as applicable.
- d) Work experience of providing manpower during past three years in Govt./Semi Govt./Autonomous Organizations/PSUs.

6. TECHNICAL REQUIREMENTS FOR THE BIDDER

- a) The bidder should be registered with appropriate registering authority such as GST, E.S.I, E.P.F. etc.
- b) Data Entry Operator and Unskilled workers should preferably between 21-45 years and vendors shall ensure their medical fitness for the assigned task.
- c) The agency will have to comply with all legal provisions relevant for this purpose.
- d) The agency will be required to submit every month the documentary evidence for payment of minimum wages to its workers engaged for the job of the office along with bill raised. In this regard, minimum wages should be in accordance to the legal provisions as applicable on said date.

7. OTHER TERMS & CONDITIONS

A. GENERAL

- i) The contract is likely to commence w.e.f. 1st August, 2017 and shall continue for a period of one year, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, reduction or cessation of the requirements of work.
- ii) The contract maybe extended further by the mutual consent of contracting agency and this office subject to approval by the Government.
- iii) This office reserves its right to terminate the contract during the contract period after giving one months notice to the contracting agency in case of any deficiency in service.
- iv) The successful bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this office.
- v) The successful bidder will be required to pay prescribed minimum wages to the manpower supplied as prescribed under the Minimum Wages Act, 1948, as revised from time to time and as notified by the Government of India with Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office. The Successful bidder will maintain proper records as required under the Law/Acts.
- vi) The successful bidder will be bound by the details furnished by him/her while submitting the bid or at subsequent stage. In case, any of such documents furnished by him / her is found to be false / misleading at any stage, it would

be deemed to be a breach of contract making him/her liable for cancellation with liability of required penalty/charges on his part.

- vii) The successful bidder shall ensure that the manpower conforms to the technical specifications, qualification and experience prescribed in the bid document.
- viii) The service provider shall ensure that any details of office, operational process, confidential information, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.
- ix) 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, immediately on being brought to his/ her notice.
- x) The Data Entry Operator and unskilled worker will have to perform duty for 8 (eight) hours a day subject to proper attendance of entry and exit with signature.
- xi) The Data Entry Operator and unskilled worker should be well conversant with for doing miscellaneous work, as required by the department.
- xii) The Data Entry Operator and unskilled worker deployed should be neat in appearance, courteous but firm & meet presented physical standards for discharging miscellaneous functions.
- xiii) For all intents and purposes, the successful bidder shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this office for contractual services. No person(s) assigned by the bidder shall have any claim for regular or ad-hoc employment/absorption whatsoever in this Department.
- xiv) The successful bidder shall be solely responsible for any damages, losses, claims, financial or other injury to any person deployed in the course of their performing the functions/duties, or for payment towards any compensation. The Department shall not be liable for payment of any compensation or damages.
- xv) The man power deployed by the contractor for the contract shall not be entitled for claim, pay, perks and other facilities which may be admissible to

- casual, ad-hoc regular/confirmed employees of this office, during the contract or after expiry of the contract.
- xvi) Payment shall be made only to the contractor and on monthly basis as per actual services. The contractor has to raise invoice in the first week of the following month for the services rendered in the month.
 - xvii) The relationship between this office & vendor is purely on independent contract and not otherwise.
 - xviii) The workmen shall perform all the duties as assigned by this office.
 - xix) In case of non-supply of the required manpower as per needs, this office will make alternate arrangement (the vendor is liable to pay additional cost, if any).
 - xx) In case of additional manpower, as required by this office on case to case basis, the contractor shall provide the same terms and conditions including rates to the executed tender shall apply mutatis mutandis. However, this office shall notify the vendor in advance preferably minimum one day prior to any such requirement.
 - xxi) Transportation of workmen to the place of work would be sole responsibility of contractor.
 - xxii) In case the workers, as provided by contractor, are unable to meet the time limits and targets of work assigned, this office is free to deduct Rs. 1000/- per such instance from the amount due to the contractor.
 - xxiii) The workmen, as provided shall follow the code of conduct relating to this office and maintain required decorum inside the premises. They shall forbid consumption of liquor/smoking/gutaka etc inside the premises. Any loss arising out of misconduct of workmen shall be sole responsibility of contractor. If any damage to property/theft by workmen, as provided, the contractor shall be liable to damages/compensation and also replace the lost or damaged material to the extent of its commercial value.
 - xxiv) The contractor should provide identity badges to its workmen which shall be worn by those workmen, all the time, inside the premises.
 - xxv) The contractor shall provide, in advance, the details of any change in manpower to this office.

- xxvi) Jurisdiction- any dispute arising out, shall lie within the jurisdiction of Delhi Judicial boundaries.

B. LEGAL

- i) The successful bidder will be solely responsible for compliance of all statutory provisions relating to Minimum Wages to his deployed labourers, Employees Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this office.
- ii) 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 this office or any other authority under Law.
- iii) In case, the successful bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof this office is put to any loss/obligation, monetary or otherwise, this office will be entitled to get itself reimbursed out of the outstanding bills to the extent of the loss or obligation in monetary terms and which includes litigation expenses in this regard.
- iv) This office reserves right to direct the contractor/ vendor to withdraw any workers, whose services are not found suitable, without assigning any reasons and the contractor/vendor shall be bound by such directions with immediate effect.

Annexure- I
TECHNICAL BID (To be enclosed in a separate sealed envelope)
For providing Data Entry Operator and unskilled workers in Directorate of Logistics, New
Delhi

1	Name of Organization/Firm	
2	Name(s) of 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 (Regulations and Abolition) Act, 1970	
6	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	Name(s) of Public Sector/Govt. Organization to whom similar services have been provided by the firm during the last three years.	
11	Rate quoted whether complies with the Minimum Wages Act of the Government with all statutory provisions	
12	List of clients indicating quantum of work executed with them	
13	Length of experience in the field (Minimum five years)	
14	Whether Company has ISO Certificate Yes/No - Latest document should be submitted	

Date & Place:

Seal

Signature of Authorized Person

Name:

DECLARATION

Annexure -II

1. I, _____ Son/Daughter/Wife of Shri _____

Proprietor/Director/authorized signatory the agency/Firm mentioned above, am competent to sign this declaration and execute this 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/ misleading information / fabricated document would lead to rejection of my tender at any stage.

Date:

Place:

Signature of authorized person

Full Name:

Seal:

Annexure- III

CHECKLIST FOR SUBMISSION OF DOCUMENTS WITH THE TECHNICAL BID

1. Application - Technical Bid as per Annexure-I of the bid document;
2. Attested copy of registration of agency with Labour Department;
3. Attested copy of PAN Card;
4. Attested copy of GSTIN (Provisional ID);
5. Attested copy of the P.F. registration letter / certificate;
6. Attested copy of the E.S.I. registration letter / certificate;
7. Experience certificate (for details of similar contracts handled by the tendering Company/Firm/ Agency for Government Departments /PSUs/Banks during past three years).
8. Signed declaration as given on Annexure -II of the bid document.

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. Quotation Details:

Grade of Labour	No of Persons	Wages per day for (All inclusive)**	Wages per month	Service charge per month, if any	Monthly GST at applicable rate	Total charges per month ***	Remarks
Data Entry Operator (Matriculates but not Graduates)							
Data Entry Operator (Graduates and above)							
Unskilled worker							

** The rate should be inclusive of all applicable taxes.

*** Total charges payable by the Department in the 1st month should be quoted which would also be inclusive of all statutory payments like PF, ESI, Bonus etc and any other allowances, if any which are governed by Central rules as specified in Terms & Conditions. Incomplete Financial Bid/Part calculation will not be accepted at all. No calculation will be carried out by this office to finalize the total charges payable by the Department for the 1st month.

If require, separate calculation sheet may also be attached for better understanding.

Date:

Signature of authorized person

Place:

Full Name:

Seal