

No. CA-LAB/6-05/IAM/2018-19/ 2042
Government of India

Office of the Chief Controller of Accounts

Ministry of Labour & Employment

Shram Shakti Bhawan

Rafi Marg, New Delhi-110001

Phone : 011-23718010

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Dated : 10.09.2018

E-TENDER NOTICE

Sub:- Tender for invitation of Bids for Writing of an Internal Audit Manual for M/o Labour and Employment.

E-TENDER DATE SHEET

Bid Document Published Date	10/09/2018
Bid Document Download Start Date	11/09/2018 from 11:00 A.M.
Bid Submission Start Date	11/09/2018
Bid Document Download End Date	01/10/2018
Bid Submission End Date	01/10/2018 upto 03:00 P.M.
EMD Submission Date	01/10/2018 From 09:30 A.M. to 03:00 P.M.
Technical Bid Opening Date	03/10/2018

E-tenders are invited by the O/o Chief Controller of Accounts, Ministry of Labour and Employment under "Two Bid System" i.e. Technical Bid (Pre qualification) & Financial Bid on behalf of President of India for Writing of an Internal Audit Manual for M/o Labour & Employment.

2. The tender documents can be downloaded from the website <https://eprocure.gov.in/eprocure/app> from 11.09.2018 to 01.10.2018 (upto 3.00 P.M.)

3. The interested bidders may submit the tenders online at <https://eprocure.gov.in/eprocure/app> in single bid system in the prescribed proforma. Tenders are to be submitted **online** through e-Procurement Portal <https://eprocure.gov.in/eprocure/app>. All the documents in support of eligibility criteria etc. are to be scanned and uploaded along with the Tender documents. Tenders sent by any other mode or incomplete tenders will not be accepted. No tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever.

4. The Technical Bid will be opened online by Bid Evaluation Committee on 03.10.2018 at 11.00 A.M. in Principal Accounts Office (Admn.), Room No. 518. Shram Shakti Bhawan, Rafi Marg, New Delhi. Selection of the agency (L-1) will be based on the basis of lowest Financial Bid and on the recommendation of the Bid Evaluation Committee.

5. The Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty thousand only) in the form of Account Payee/Demand Draft/Bankers Cheque drawn in favour of Pay and Accounts Office (MS), Ministry of Labour & Employment, New Delhi and physically must be dropped only in Tender Box placed near Reception of Shram Shakti



Bhawan, Rafi Marg, New Delhi between **9.30 AM to 3.00 PM on 01.10.2018**. In case **original EMD is not submitted during the above date and time, the bids will be rejected summarily**. However scanned copy of Bank Draft must be uploaded electronically on <https://eprocure.gov.in/eprocure/app>. Bids received after the prescribed date and time shall not be considered. Late receipt of EMD i.e. after closure of online bidding, the bidder shall be disqualified and such bid will not be considered. If the bid is received without EMD, it would not be considered and would be rejected summarily. EMD of unsuccessful bidder will be returned to them after the award of the contract. No interest is payable on this deposit. No bidder is allowed to withdraw application after submission of bid, if a bidder wants to withdraw, either before or after award of contract, their EMD will be forfeited.

6. The payment towards Writing of an Internal Audit Manual shall be made in different stages during the writing of same & no advance payment shall be made.

- | | |
|---|-------|
| (i) On gathering of all related data/records | - 20% |
| (ii) On preliminary observation of all related data/records | - 20% |
| (iii) On submission of first draft | - 20% |
| (iv) On submission of final draft | - 20% |
| (v) On completion of writing of an Internal Audit Manual | - 20% |

7. The Bidders are required to furnish the details in the Technical Particulars at **Annexure-I**.

8. Financial Particulars are to be filled up by the bidders placed at **Annexure-II**.

9. The Bidder is required to furnish signed copy of the enclosed terms & conditions (**Annexure-III**) & special terms & conditions (**Annexure-IV**) along with their tender offer. Failure to do so may result in rejection of the Bid submitted by the Bidder/ Firm.

10. The special clause for arbitration is placed at **Annexure-V**.

11. The O/o Chief Controller of Accounts, Ministry of Labour & Employment reserves the right to select or reject any or all bids without assigning any reasons whatsoever.



(Pawan Kumar)
Sr. Accounts Officer (HQ)
Tel No. 23718010

To

1. NIC, Shram Shakti Bhawan, New Delhi with the request to place the aforesaid Notice on the website of the Ministry for wider publicity.
2. CPP Portal.
3. Notice Board at Shram Shakti Bhawan, New Delhi.
4. National Institute of Financial Management, Sector 48, Pali Road, Faridabad-121001, Haryana.
5. Institute of Public Auditors of India, 223, 2nd Floor, 'C' Wing, AGCR Building, I.P. Estate, New Delhi- 110002.

6. Centre for Social and Management Solutions, 1-V, Beghum Zaidi Market, Moti Bagh-I, New Delhi- 110021.
7. Financial Management Research and Resource Society, C Wing, 3rd Floor, Lok Nayak Bhawan, Khan Market, New Delhi- 110003.
8. Institute of Government Accounts & Finance, Block IV, Old JNU Campus, New Delhi- 110067.



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Technical Particulars

Writing of an Internal Audit Manual for M/o Labour & Employment

1.	Name of the company/firm/service provider	
2.	Office Address	
3.	Name, address, mobile No. and phone no. (office & residence) of the authorized signatory contact person for this Tender	
4.	EMD of Rs. 20,000/- (Draft No. & Bank Details)	
5.	Number of officials/persons will deploy in writing of an Internal Audit Manual	
6.	Such type of work done in the past (attach performance certificates from firms)	
7.	Qualification of the persons to be deployed	
8.	Experience of officials/persons who will deploy in writing of an Internal Audit Manual	
9.	Designation/Pay level of officials who will be deployed	

Date :

Signature of Bidder

Place :

Name

Office Seal:

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Financial Particulars

Writing of an Internal Audit Manual for M/o Labour & Employment

S. No.	Particulars	Amount (in Rs.)
1.	Cost of human resource	
2.	Travelling Expenses including boarding & lodging for field visits	
3.	Administrative/Secretarial expenses	
4.	Contingency Expenses	
5.	GST	
	Total	

Date :

Signature of Bidder

Place :

Name

Office Seal:

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Terms & Conditions

1. Generic Internal Audit Manual published by Office of Controller General of Accounts, Deptt. of Expenditure, M/o Finance will be the basis for preparation of Internal Audit Manual.
2. Internal Audit Manual must be completed within a period of 6 months extendable upto one year.
3. Field visits of various sub offices/Grantee institutions may be required to know the intricacies of work involved.
4. M/o Labour & Employment has 09 verticals. So field visit to each vertical + 1 i.e. total 10 field visits in consultation with the Ministry.
5. Travel entitlement restricted to economy class Air India fare.
6. The per unit cost may be tentatively mentioned.
7. No infrastructure will be provided for Writing of an Internal Audit Manual.
8. No manpower will be provided. Only Nodal officer appointed from M/o Labour & Employment to coordinate with the firm and various offices of M/o Labour & Employment.
9. Payment terms:-
 - (i) On gathering of all related data/records - 20%
 - (ii) On preliminary observation of all related data/records - 20%
 - (iii) On submission of first draft - 20%
 - (iv) On submission of final draft - 20%
 - (v) On completion of writing of an Internal Audit Manual - 20%



Standard Conditions

1. 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.

2. Effective Date of Contract: The contract shall come into effect on the date of signing by 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 discussion. Any dispute, disagreement or question arising out or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration.

4. Penalty for use of Undue influence: The firm/Bidder undertakes that they have not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerages or inducement to any person in service of the customer or otherwise in procuring the contracts or forbearing to do or for having done or for borne to-do any act in relation to obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favor or disfavor to any person in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Firm/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the firm) or the commission of any offers by the firm 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 customer to cancel the contract and all or any other contracts with the firm and recover from the firm the amount of any loss arising from such cancellation. A decision of the customer or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Firm. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the firm towards any officer/employee of the customer or to any other person in a position to influence any officer/employee of the customer for showing any favors in relation to this or any other contract shall render the firm to such liability/penalty as the customer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by the customer.

5. Agents/Agency Commission: The Firm/Bidder confirms and declares to the customer that the firm is the original 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 firm 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 firm agrees that if it is established at any time to the satisfaction of the customer that the present declaration is in any way incorrect or fiat a later stage it is discovered by the customer that the firm 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 firm will be held liable to refund that amount to the customer. The firm will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The customer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the firm who shall in such an event be liable to refund all payments made by the customer in terms of the contract along with interest at the rate of 2% per annum

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above 18% penal rate. The customer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India, or with M/o Labour and Employment, Shram Shakti Bhawan, New Delhi.

6. Access to Books of Accounts: In case it is found to the satisfaction of this office that the firm has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agent/Agency Commission and penalty for use of undue influence, the Firm, on a specific request of the customer shall provide necessary information/inspection of the relevant Commercial documents/information.

7. Non-disclosure of Contract documents: Except with the written consent of this office, firm shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. Notices: Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address contract or any part thereof.

9. Transfer and Sub-letting: The firm/bidder has no right to give, bargain, sell, assign or 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 advance of the present Contract or any part thereof.

10. Patents and other Industrial Property Rights: The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights, the firm shall indemnify the customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The firm shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

12. Amendments: No provision of present contract shall be changed or modified in 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 stated to amend the present Contract.

13. Duties & Taxes: Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the firm. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the customer by the firm. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the firm.

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Format of Arbitration Clause – Indigenous Private bidders

(i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.

(ii) Any dispute, disagreement of question arising out of or relating to this contract correlating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.

(iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.

(iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.

(v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian courts only.

(vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

(vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

Note: In the event of the parties deciding to refer the disputes for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Firm.

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