



F.No.80/02/2019-Adm-II

भारत सरकार/ GOVERNMENT OF INDIA

श्रमएवंरोजगार मंत्रालय/ MINISTRY OF LABOUR & EMPLOYMENT

श्रमब्यूरो/ LABOUR BUREAU

दि क्लेरैमोंट / 'Cleremont', शिमला/ Shimla – 171004

दिनांक/ Date: 11 जून, 2019

e-NOTICE INVITING TENDER (NIT)

On behalf of President of India, e-Tenders are invited through Central Public Procurement Portal (CPPP) www.eprocure.gov.in in 'Two-bid' system with Technical and Financial bids separately from reputed, experienced and financially sound Manpower Supplying Agencies.

2. The selected agency is required to provide suitable manpower, for the Scheme **“Base updation of Consumer Price Index Numbers for Agricultural and Rural Labourers (CPI-AL and RL)”** of Labour Bureau, Shimla Office under Ministry of Labour & Employment, Government of India on purely contract basis. The tentative requirement of manpower, under different categories, is:

S. no.	Category of post	Number of posts	Place of Posting
1.	Senior Consultant	3	Shimla
2.	Junior Consultant	6	
3.	Supervisor	15	
4.	Investigator	30	
Total		54	

3. Scope of work under RFP document is available on the website of Labour Bureau (www.labourbureaunew.gov.in), Ministry of Labour & Employment (www.labour.nic.in) as well as on (www.eprocure.gov.in). Interested agencies capable of supplying required personnel may submit their tenders complete in all respect alongwith supporting documents in respect of their proven experience in supply of manpower to Government / Semi-Government / Public limited company.

4. The contract with the selected Agency found suitable will initially be for a period of one year from the award of work order and extendable maximum up to 3 (three) years subject to the satisfactory performance of the work. The interested agencies are required to submit their tender document complete in all respects along with Earnest

Money Deposit (EMD), (except those who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or Ministry of Labour & Employment) refundable (without interest) in the form of Demand Draft/Pay Order, Fixed Deposit Receipt, banker's cheque or bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of **'Director General, Labour Bureau, Shimla'**. The details are mentioned in **Section-3** 'Instruction to Bidders' of RFP document.

5. The tender will comprise of Technical Bid as well as Financial Bid separately. Submission of Bids will be only through (www.eprocure.gov.in) within specified date indicated in the details available on the website. Manual submission is not acceptable. However, it is the responsibility of the bidder that EMD in original or self-certified copy of exemption certificate and other documents must reach the office of **"Director General, Labour Bureau, Shimla"** on the address, subscribing on the envelope **"Tender for providing manpower for Labour Bureau"**.

Director General
Labour Bureau
Ministry of Labour & Employment
Government of India
The Cleremont, Shimla-171004
(Himachal Pradesh)

6. Any further information related to tender will be issued only through the website of Labour Bureau and Ministry of Labour & Employment and CPP portal.

7. Labour Bureau reserves the right to cancel the tender at any stage without assigning any reason.

8. GFR-2017 and GOI's Manuals/Guidelines on procurement are integral part of RFP.

Director General
Labour Bureau
Tele: 0177-2804084
Email Id: dglb@nic.in



SELECTION OF AGENCY FOR PROVIDING MANPOWER
ON CONTRACT BASIS FOR THE SCHEME
***“BASE UPDATION OF CONSUMER PRICE INDEX
NUMBERS FOR AGRICULTURAL AND RURAL LABOURERS
(CPI-AL AND RL)”***

REQUEST FOR PROPOSAL (RFP)

भारत सरकार/ GOVERNMENT OF INDIA
श्रम एवं रोजगार मंत्रालय/ MINISTRY OF LABOUR & EMPLOYMENT
श्रम ब्यूरो, शिमला/ LABOUR BUREAU, SHIMLA
जून, २०१९/ JUNE, 2019

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years subject to the satisfactory performance of the work. The interested agencies are required to submit their tender document complete in all respects along with Earnest Money Deposit (EMD), (except those who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) or Ministry of Labour & Employment) refundable (without interest) in the form of Demand Draft/Pay Order, Fixed Deposit Receipt, banker's cheque or bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of '**Director General, Labour Bureau, Shimla**'. The details are mentioned in **Section-3** 'Instruction to Bidders' of RFP document.

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Director General
Labour Bureau
Ministry of Labour & Employment
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The Cleremont, Shimla-171004
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Director General
Labour Bureau
Tele: 0177-2804084
Email Id: dglb@nic.in

A. Bidding Data Sheet

RFP issuing Authority	Labour Bureau, Ministry of Labour & Employment, Government of India, The Cleremont, Shimla-171004 (Himachal Pradesh).
Name of the Project Work	Request for Proposal for Selection of Agency to Provide Manpower on Contract Basis for the Scheme “Base updation of Consumer Price Index Numbers for Agricultural and Rural Labourers (CPI-AL and RL)”
Date of publishing of e-Notice Inviting Tenders (NIT)	11 th June, 2019
Tender Reference No	F.No.80/02/2019-Adm-II
Place of availability of Tender Documents (RFPs)	Labour Bureau’s website(www.labourbureaunew.gov.in), Ministry of Labour & Employment (www.labour.nic.in) and (www.eprocure.gov.in)
Place of uploading of response to Tender	www.eprocure.gov.in
Cost of Tender Documents	Free of Cost
Tender Processing Fee	Free of Cost
Last date for download of RFP document	One day before bid submission date
Earnest Money Deposit (EMD)	EMD amount is mentioned in the Section-3.8 EMD. The EMD will be refundable without interest and will be in the form of Demand Draft/Pay Order, Fixed Deposit Receipt, banker’s cheque or bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of “ Director General, Labour Bureau, Shimla ”.
Address for sending the EMD	Director General, Labour Bureau Ministry of Labour & Employment, Government of India The Cleremont, Shimla-171004, (Himachal Pradesh)
Address to send Pre bid queries	Sh. Amrit Lal Jangid, Deputy Director, Labour Bureau Ministry of Labour & Employment, Government of India The Cleremont, Shimla-171004, (Himachal Pradesh) Email: amritlal.jangid@nic.in
Nature of bid process	Two bid system (simultaneous receipt of separate technical and financial bids)
Last Date for Submission of written questions by bidders for clarification on NIT	19 th June, 2019, (upto:15:00 Hrs)

Date and Time of Pre- bid Conference	24 th June, 2019, Time:15:00 Hrs
Venue for Pre-bid meeting	Conference Hall, Labour Bureau Ministry of Labour & Employment, Government of India The Cleremont, Shimla-171004, (Himachal Pradesh)
Last date and time for submission of e-Tender (only through www.eprocure.gov.in)	03 rd July, 2019, Time: upto 15:00 Hrs
Validity of Proposal/Bid	180 Days from the Last Date of Submission of the Bid
Method of Selection	Least Cost System (LCS)
Date and Time of Opening of Technical bid	08 th July, 2019, Time: 11:00 Hrs
Date and Time of Opening of Financial/ Commercial bids	To be intimated later on CPP Portal and website of Labour Bureau & Ministry of Labour & Employment
Address for Communication	Labour Bureau, Ministry of Labour & Employment, Government of India, The Cleremont, Shimla-171004, (Himachal Pradesh)

Note

- Labour Bureau reserves the right to change any schedule of bidding process.
- The changes in the schedule will be intimated to the qualified Bidders through email or Telephone.

1. INTRODUCTION OF LABOUR BUREAU

Labour Bureau an attached Office of Ministry of Labour & Employment, Government of India, is a premier organization in the field of Labour statistics. It is engaged in collection, compilation, analysis and dissemination of labour statistics at all India level on different facets of labour ever since its inception in 1948. It has two main wings located at Shimla, Chandigarh, 5 (five) regional offices located at Ahmadabad, Kanpur, Chennai, Kolkata & Guwahati and one sub-regional office at Mumbai. Labour Bureau came into being with the sole purpose of compiling consumer price index numbers in the wake of rise in prices and consequently erosion in real wages after the world war. The earliest known series of index numbers for industrial workers was on base 1944=100. This was followed by the new series of index numbers for Industrial workers and also index numbers for Agricultural Labourers. These index numbers are widely used for wage indexation of workers in organized and unorganized sector and also utilized for various policy and research purpose.

Besides compilation and maintenance of CPI Numbers, Labour Bureau is also mandated to compile & disseminate administrative labour statistics, conducts studies and surveys in the field of labour and bringing out publications and imparts training. The data collected, collated and information disseminated by the Labour Bureau plays an important role for policy formulation, evaluation and research in the field of labour by providing database at the national level. Labour Bureau works with independence and high professional standards to provide relevant, timely and reliable labour statistics in the country as well as to International organizations.

2. Scheme for “Base updation of Consumer Price Index Numbers for Agricultural and Rural Labourers (CPI-AL and RL)”

2.1 INTRODUCTION

The enactment of the Minimum Wages Act, 1948 was an important milestone in the history of compilation of Consumer Price Index Numbers for Agricultural Labourers. This Act requires periodic revision and fixation of minimum wages from time to time in respect of workers engaged in the

Scheduled Employments. In view of statutory provisions of the Minimum Wages Act, 1948, the Ministry of Labour and Employment in consultation with the then Planning Commission decided to construct and maintain Consumer Price Index Numbers for Agricultural Labourers. The earliest known series was 1950-51(Interim Series) which was subsequently replaced by 1960-61 series w.e.f. September, 1964. The current series of Consumer Price Index Numbers for Agricultural Labourers and Rural Labourers (CPI-AL and RL) i.e. 1986-87 series came into being w.e.f. November, 1995 replacing the old series on base 1960-61=100. The indices of both the series i.e. CPI-AL and CPI-RL are compiled on monthly basis and released on the 20th day of the succeeding month. These indices, apart from being utilized for fixation and revision of wages of labourers engaged in agricultural occupations, are also used for revision of wages under MGNREGA, updation of cooking cost under Mid-day-Meal scheme, research and policy making by a large number of agencies/research scholars/policy makers.

The existing series of CPI-AL and RL (1986-87=100) which came into being w.e.f. November, 1995 is almost 32 years old with respect to prices and 35 years old so far as weighting diagram is concerned (the weighting diagram of the current series is based on the consumer expenditure survey results of the 38th round of NSS conducted in 1983). The series being very old necessitates its updation to capture the fast changing consumption pattern of the target group during these years. Besides, the updation of the series was also recommended by various Committees/ Commissions such as National Statistical Commission (NSC), National Commission on Labour, TAC on SPCL and International Labour Organization (ILO) etc.

In view of the above, Labour Bureau initiated a proposal for revision of the 1986-87 series of Index Numbers and submitted the same to the Ministry of Labour & Employment for its consideration/approval. Approval for the same has been conveyed by the Ministry during May, 2018. As per the new proposal, the existing series of CPI-AL and RL would be revised to a new base i.e. 2019=100. The proposed new series would have an enlarged scope and

coverage as it would cover all States/UTs with a sample size of about 800 villages in comparison to 20 States with sample size of 600 villages in the current series. As directed by the Ministry of Labour & Employment, the updation work would be completed within a period of three years. The work relating to base updation would start once the manpower requirement is put in place. The break-up of tentative manpower requirement of the Labour Bureau, Shimla Office under different categories of posts for the proposed activity of base updation is given as under:

S. no.	Category of post	Number of posts
1.	Senior Consultant	3
2.	Junior Consultant	6
3.	Supervisor	15
4.	Investigator	30
Total		54

2.2 Objective of the RFP

The primary objective of the RFP is to solicit proposals from the pre-qualified bidders, for participation in a bid process for selection of agency, to provide suitable manpower purely on contract basis to Labour Bureau, Shimla Office under the Scheme **“Base updation of Consumer Price Index Numbers for Agricultural and Rural Labourers (CPI-AL and RL)”**.

The selected Agency will be responsible for providing the necessary manpower as outlined in the scope of work of this RFP to Labour Bureau for period of one year from the award of work order and extendable maximum up to three years subject to the satisfactory performance of the work, one year at a time at the option of Labour Bureau. Labour Bureau is looking forward to accomplish the work as outlined in this RFP as per Industry best practices. The RFP intends to bring out the details with respect to scope of work that are deemed necessary to share with the interested bidders.

2.3 Scope of Work

Labour Bureau intends to select and engage an agency in Shimla Office for providing the augmented manpower for the scheme “Base updation of Consumer Price Index Numbers for Agricultural and Rural Labourers (CPI-AL and RL)”. The Labour Bureau aims to engage personnel with requisite qualifications, age, experience, etc. for above purpose purely on contract basis for a specific and extendable period through the selected Agency. The persons to be engaged will support Labour Bureau in the Base updation work like preparation/ finalisation of frame of the markets, shops, items and fixation of specifications of all items featuring in the index basket of each State/UT, finalisation of State/UT wise and all-India weighting diagrams separately for agricultural and rural labourers, finalisation of price collection schedule for the new series, finalisation of base prices and current prices of all the items in respect of all the States/UTs, supervision of compilation process of CPI-AL and RL on new base and preparation of linking factors between old and new series. The details of the expected routine work of the contractual staff and obligatory education qualification and skills are provided in **Section-2.5** “Job Description”.

Manpower would be deployed in Shimla Office only. The contract with the Agency found suitable will initially be for a period of one year from the award of work order and extendable maximum up to three years subject to the satisfactory performance of the work. The Labour Bureau, however, reserves right to terminate/curtail the contract at any time after giving one month’s notice to the selected service providing Agency owing to deficiency of service, substandard quality of manpower deployed, breach of contract etc.

The various crucial dates relating to **“Tender for Selection of Agency for manpower to Labour Bureau”** are available in **Section-A** “Bidding data sheet”. Labour Bureau reserves the right to cancel the tender at any stage without assigning any reason.

2.4 Responsibilities of the selected Agency

- The Agency shall ensure that the individual personnel deployed in the Labour Bureau conforms to the specifications like requirement for the job, age, educational qualifications and experience prescribed at **Section-2.5** "Job Description" of the Tender Document.
- The Agency shall furnish the following documents in respect of the individual personnel who will be deployed at the Labour Bureau, Shimla before the commencement of work:
 - a. List of persons deployed and Bio-data of the persons along with the certificates in respect of educational/professional qualifications etc.;
 - b. Attested copies of matriculation certificate containing date of birth and detailed proof of identity viz. Aadhaar number, driving licence, bank account details, proof of residence and recent photograph of the personal deployed by the agency in Labour Bureau, Shimla;
 - c. Certificate of verification of antecedents of persons by local police authority; and
 - d. Certification of Health of the personnel by Competent Medical Authorities.
- The Agency shall ensure that the personal deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.
- The Agency shall provide Photo Identity Cards to all the outsourced employees with a note in suitable form that the employee is personnel engaged for Labour Bureau.
- The Agency shall be responsible for proper conduct of its personnel in Labour Bureau, Shimla office premises. In case of any loss/ damage, theft etc. to the property of Labour Bureau caused by the personnel deployed by the Agency, the Agency will either be liable to make good the loss on the basis of the value of the property as determined by the Labour Bureau or the same shall be recovered from the performance guarantee/ monthly payments due to the Agency.

- The Agency's personnel working with Labour Bureau, Shimla should be polite, cordial, positive and efficient. In case, the person employed by the Agency commit any act of omission/ commission which amounts to misconduct/ indiscipline/ incompetence, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work.
- The personnel deputed to Labour Bureau, Shimla shall not be changed unilaterally by the Agency in any circumstances unless there is a specific consent/request from the Labour Bureau, Shimla in writing.
- Agency shall nominate a coordinator for Labour Bureau, Shimla, who will be responsible for interacting with Labour Bureau in all matters related to staff outsourced by respective Agency including submission of bills, submission of certificates related to statutory authorities/ payments, providing replacements on time-bound basis. The coordinator will also be responsible for ensuring attendance of outsourced staff in Labour Bureau, Shimla Office.
- The Agency will be responsible to provide a suitable substitute in the event of absence of personnel for more than five working days due to reasons viz. illness, leaving the job due to his/ her personal reasons etc. The delay in providing a substitute beyond five working days from the date of intimation to second party would attract a penalty @ Rs. 1000/- per day on the service providing agency.
- The respective Agency shall replace immediately any of its personnel who is found unacceptable to the Labour Bureau because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the concerned official of the Labour Bureau, Shimla. It will be the responsibility of the Agency to provide a suitable substitute within five working days. The delay in providing a suitable substitute beyond five working days would attract a penalty @ Rs. 1000/- per day per person on the second party.

- It will be the responsibility of the Agency to meet transportation, food, medical and any requirements in respect of the persons while travelling to join Labour Bureau, Shimla Office.
- The Agency will be responsible for managing the leaves of the employees. The leaves should be managed in such a way that it will not hamper the Labour Bureau's ongoing work related to the work of base updation. The Agency will manage the leave facilities to contractual staff as per Government rules in vogue for the contractual staff hired through agency.
- For all intents and purposes, the Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the Labour Bureau, Shimla office. The persons deployed by the Agency in the Labour Bureau shall not have claims of any Master and Servant relationship against Labour Bureau. The Agency shall be solely responsible for the redressal of grievance/ resolution of disputes for settlement of such issues whatsoever.
- The Agency will be responsible for compliance of all statutory provisions related to minimum wages, Provident Fund, and Employees State Insurance, Service Tax etc. in respect of persons deployed by it in the Labour Bureau.
- The Agency shall also be liable for depositing all taxes, GST, levis, cess etc. on account of service rendered by it to Labour Bureau to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case the Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Labour Bureau is put to any loss/ obligation, monetary or otherwise, the Labour Bureau will deduct the same from the monthly bills and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms. The Tax Deduction at Source (T.D.S.) shall also be made as per the provisions of Income Tax Department/any

other department, as amended from time to time and a certificate to this effect shall be provided to the Agency by the Labour Bureau.

- The Agency shall maintain all statutory registers under the Law. The Agency shall produce the same, on demand, to the concerned authority of the Labour Bureau or any other authority under Law.
- The Agency shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and also furnish necessary proof whenever required. The payment to personnel by the Agency would be made on or before 15th day of the following month. In case 15th day being a holiday, monthly remuneration should be paid on the preceding working day of the month. The Agency will ensure the remittance of the salary to the personnel deployed by them in Labour Bureau through Bank Account and a copy of the bank statement will also be furnished to the office concerned every month along with the bills for the subsequent month.
- The Agency will be responsible to submit the Proof of Challan /Receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund, ESI and proof of payment towards other statutory dues for previous months along with the bills of current month. Otherwise, a certificate from a Registered Chartered Accountant should be furnished quarterly to the effect that all statutory requirements are complied with in respect of staff outsourced by the Agency to Labour Bureau. In case of any default, Labour Bureau will deduct the dues and release the balance amount to the Agency.
- The Labour Bureau shall not be responsible for any financial loss or other injury to any person deployed by Agency in the course of their performing the functions/ duties, or for payment towards any compensation. The persons deployed by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees of the Labour Bureau during the currency and after expiry of the contract. In case of termination of the contract on its expiry

or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any continuation/absorption in the regular/otherwise capacity in the Labour Bureau.

2.5 Job Description

For the scheme “**Base updation of CPI-AL and RL**”, the data collected by the National Sample Survey Office (NSSO), Ministry of Statistics & Programme Implementation will be scrutinized, processed for deriving weighing diagram and preparing new series of Consumer Price Index Numbers for Agricultural and Rural Labourers. This work requires technical expertise, coordination and ability to deliver results in a time bound manner. Therefore, the selected agency will have to provide manpower under different categories viz. *Senior Consultants, Junior Consultants, Supervisors and Investigators* as per the eligibility criteria prescribed for the respective posts.

The deployed manpower under different categories would be paid monthly remuneration by the agency as per the details mentioned in **Section-2.6** “Remuneration and Allowances Details”. The Travel Allowances (T.A.) /Daily Allowances (D.A.) would be paid by Labour Bureau directly to the deployed manpower. The responsibilities to be owned by the deployed person, age criteria, eligibility/essential qualifications, desired qualification and work experience required for each category is mentioned in the table below.

Category of post	Job Responsibilities	Age Limit	Essential Qualification	Desirable Qualifications
(1)	(2)	(3)	(4)	(5)
Senior Consultant	The Senior Consultant will be responsible for overall updation process of the scheme as per the time schedule. They would be responsible for derivation of State/ UT-wise & all-India weighting diagrams separately for agricultural and rural labourers, finalisation of the frame of the markets, shops, items and fixation of specifications of all items featuring in the index basket of each State/ UT, finalization of price collection schedules for the new series, finalisation of base prices of all the items in respect of all the States/ UT, finalisation of CPI-AL and RL indices on revised base and finalisation of linking factors between old and new series. They will prepare technical notes/papers on various aspects of the scheme with the assistance of the Junior Consultants. They will also be attending meetings of TAC on SPCL and Working Group for finalization of methodology for compilation of new series of CPI-AL and RL.	25 to 40 years	(i) Post-Graduate degree in Economics/Applied/Economics/Business Economics/Econometrics from a recognized University/Institute or equivalent OR Post-Graduate degree in Statistics/Mathematics/Commerce from a recognized University/Institute or equivalent. (ii) At least 03 years experience in data collection, compilation and analysis of data preferably in relevant field or Ph.D. in relevant subject.	Good academic record, good communication skills both oral & written, analytical & presentation skills with ability to generate reports and proficiency in Computer.
		Upto the age of 64 years.	Retired Government Employees having five years of relevant experience in Level 11 and above {Pre-revised Grade Pay of Rs. 6,600/- and above}.	Having experience in data processing, compilation and supervision of statistical Data.

Junior Consultant	<p>The Junior Consultant will assist the Senior Consultants in the planning and implementation the work programme of the Scheme in all aspects like preparation of technical papers on the methodology for compilation of new series of CPI-AL/RL for the approval of the TAC on SPCL, supervise the preparation of weighting diagrams separately for agricultural and rural labourers. They would also be responsible for supervision of markets survey to be done by NSSO which would involve preparation of frame of the markets, shops, items and fixation of specifications of all items featuring in the index basket of each State/UT, finalisation of state/UT-wise and all-India weighting diagrams separately for agricultural and rural labourers, finalisation of revised price collection schedule for the new series, finalisation of base prices and current prices of all the items in respect of all the States/UTs, supervision of compilation process of CPI-AL and RL on revised base and preparation of linking factors between old and new series and will also maintain technical coordination with other agencies such as NSSO-FOD and TAC on SPCL. They will supervise the work and give guidance to the officers/staff posted under them.</p>	21 to 40 years	<p>(i) Post-Graduate degree in Economics/Applied/Economics/ Business Economics/Econometrics from a recognized University/Institute or equivalent OR Post-Graduate degree in Statistics/Mathematics/Commerce from a recognized University/Institute or equivalent.</p> <p>(ii) At least 02 years experience in data collection, compilation and analysis of data preferably in relevant field or M. Phil in relevant subject.</p>	Good academic record, good communication skills both oral & written, analytical & presentation skills with ability to generate reports and proficiency in Computer.
		Upto the age of 64 years.	Retired Government Employees having five years of relevant experience in Level 9 and above {Pre-revised Grade Pay of Rs. 5,400/- and above}.	Having experience in data processing, compilation and supervision of statistical Data.

Supervisor	The Supervisors will be responsible for the compilation work relating to tabulation of base prices, weighting diagrams, revision of price collection schedules and finalisation of specifications of all the items, supervision of posting and checking of price data, scrutiny of rural retail prices received from the field, preparation of scrutiny notes and carrying out corrections on the basis of clarifications received from the NSSO-FOD, regular compilation of CPI AL and RL on revised base. They will supervise the work of Investigators posted under them.	21 to 40 years	(i) Post-Graduate degree in Economics/Applied/Economics/ Business Economics/Econometrics from a recognized University/Institute or equivalent OR Post-Graduate degree in Statistics/Mathematics/Commerce from a recognized University/Institute or equivalent.	(i) Experience in data collection, compilation and analysis of data preferably in relevant field. (ii) Higher Qualification in the relevant subject and proficiency in Computer.
		Upto the age of 64 years.	Retired Government Employees having five years of relevant experience in Level 7 and above {Pre-revised Grade Pay of Rs. 4600/- and above}.	Having experience in data processing, compilation and supervision of statistical Data.
Investigator	The Investigator would be assigned the task of posting/ checking of consumer expenditure data for agricultural and rural labourers separately for the all the States/UTs or checking of all the tables generated by RCC Chandigarh, preparation of the weighting diagram for agricultural and rural labourers separately for the all the States/UTs including imputation at item/sub-group/group level,	21 to 35 years	B.A./B.Com/B.Sc./BBE (Bachelor of Business Economics) with Statistics or Mathematics or Economics as one of the subject from a recognized University/Institute or equivalent.	Higher Qualification in the relevant subject and good academic record and proficiency in computer.

	preparation of state/UT-wise posting sheets for posting of rural retail prices, feeding or posting /checking of Off-take details of all the rationed items, working out and checking of off-take ratios and weighted average prices of all the rationed items, calculation of base prices and current prices of all the items in respect of all the States/UTs, preparation of scrutiny notes every month and typing of the same, carrying out corrections on the basis of clarifications received from the field, performing field visits for on the spot inspection of the discrepant items, preparing tour reports for the inspection and submission of the same to the senior officers, detailing with all correspondence required for updation of the current series of CPI-AL & RL to new base and compilation of monthly CPI-AL & RL on revised base.	Upto the age of 64 years.	Retired Government Employees having five years of relevant experience in Level 7 and above {Pre-revised Grade Pay of Rs. 4200/- and above}.	Having experience in data processing, compilation and supervision of statistical Data.
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Note:

- The Labour Bureau, Shimla is a Central Government office and follows five working days during the week (i.e. Monday to Friday) from 09:00 hrs to 17:30 hrs with a lunch break of ½ hour from 13:00 hrs to 13:30 hrs. Besides this, the Labour Bureau also observes the Gazetted holidays notified by the Government of India from time to time. However, the working hours in the Office may be rescheduled as per the requirement and personnel may have to report for work occasionally on weekend or holidays. No compensatory leave or allowance will be paid for these occasional duties.
- The workers supplied by the contactor shall adhere to the working time of each unit/office/location where they are employed. The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted. In case, the person deployed is absent on a particular day or comes late/leaves early on three occasions, proportionate deduction for one day will be made.

2.6 Remuneration (monthly) and Allowances Details

The proposed remuneration (monthly) and other allowances to be given to the contractual staff under the Scheme through the agency are given below:

S. no.	Category of post	Monthly Remuneration* (Rs.)	Travel Allowance/ Daily Allowance
1.	Senior Consultant	60,000/-	a. Economy Class of Air India, A.C. Two Tier fare by mail/express or A.C. Bus subject to production of Tickets; b. Food entitlement Rs. 900/- per day; c. Hotel Entitlement Rs. 2250/-per day; d. Local Travel Rs. 330/- per day
2.	Junior Consultant	36,000/-	a. Economy Class of Air India, A.C. Two Tier fare by mail/express or A.C. Bus subject to production of Tickets; b. Food entitlement Rs. 900/- per day; c. Hotel Entitlement Rs. 2250/- per day; d. Local Travel Rs. 330/- per day
3.	Supervisor	21,120/-	a. A.C. Three Tier fare by mail/express or A.C. Bus subject to production of Tickets; b. Food entitlement Rs. 225/- per day; c. Hotel Entitlement Rs. 750/- per day; d. Local Travel Rs. 150/- per day
4.	Investigator	19,800/-	e. A.C. Three Tier fare by mail/express or A.C. Bus subject to production of Tickets; f. Food entitlement Rs. 225/- per day; g. Hotel Entitlement Rs. 750/- per day; a. Local Travel Rs. 150/- per day

Note:

- (*):The Monthly Remuneration includes the required mandatory payments like employee and employers contribution towards EPF, ESIC or any other statutory obligation (excluding GST).
- The Travel Allowances/Daily Allowances would be paid by Labour Bureau directly to the deployed manpower.
- Remuneration indicated above for the manpower to be engaged through agency is sum of wages and mandatory payments of EPF, ESI (for both employee and employers' contributions)or any other statutory obligation. Wages part of the remuneration would be decided by the Ministry of Labour & Employment for initial period of contract and period extended, if any.
- Any increase in the TA/DA being paid and wages mentioned above would be periodically reviewed and decided solely by the Ministry of Labour & Employment only if considered necessary.
- To ensure compliance with minimum wages act, wages part/component of remuneration indicated above would essentially be higher than the minimum wages for skilled/technical worker notified by the Govt.

3. Instructions to Bidders

3.1 General Instructions

- i) While every effort has been made to provide comprehensive and accurate background information, and requirements, Bidders must form their own conclusions about the provisions needed to meet the Labour Bureau's requirements. Bidders and recipients of this RFP may consult their own legal advisers in relation to this RFP.
- ii) All information supplied by Bidders as part of their bids in response to the RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by Labour Bureau on the basis of this RFP. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Labour Bureau. Any notification of preferred bidder status by Labour Bureau shall not give rise to any enforceable rights by the Bidder. Labour Bureau may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Labour Bureau.
- iii) Each bidder needs to bid for all categories mentioned in the **Section-2.5** 'Job Description', and selection shall be for all categories as well.
- iv) The tender will comprise Technical Bid as well as Financial Bid separately. Submission of Bid will be only through www.eprocure.gov.in within specified date indicated in the details available on the website also in **Section-A** "Bidding Data Sheet". Manual submission is not acceptable.
- v) In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of India, the offers will be received up to the appointed time on the next working day. The Labour Bureau may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- vi) The interested agencies may submit their tender document complete in all respects along with Earnest Money Deposit (EMD). The details of the EMD to be submitted and exempted entities are mentioned in **Section-3.8** "Earnest Money Deposit". It is the responsibility of bidder to ensure that

EMD in original or self certified copy of exemption certificate / document must reach the office of Director General, Labour Bureau, Shimla, as per the details mentioned in **Section-3.8** “Earnest Money Deposit”.

- vii) The tendering agencies are required to enclose duly attested photocopies of documents mentioned in **Section-8** “Documents to be submitted along with the bids” along with the Technical Bid. Bids submitted through Telex, cable, email or facsimile would be rejected. Each page of the tender should be signed by the bidder or by his authorized signatories with seal of the agency. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
- viii) The successful bidder will have to deposit performance security deposit. The details are mentioned under **Section-5.3** “Performance Security Deposit”.
- ix) All entries in the tender 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. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid application must be attested by the person authorized to sign the tender bids.

3.2 Eligibility Criteria for Bidders

3.2.1 Sole Bidder

The Bidder must be an Agency, which has the capabilities to deliver the entire scope as mentioned in the RFP- under- Section 2.3 (Scope of Work). The Bidder cannot bid as a part of any other consortium bid under this RFP.

3.2.2 Technical Qualification Criteria

The tendering Agency must fulfill the following technical specifications in order to qualify technically:

S.No.	Compliance Criteria	Mandatory Documents
1.	Agency would have to be either registered as a Company or as a Partnership Firm (including Limited Liability Partnership) under the Companies Act, 1956 or the Partnership Act as the case may be. (Consortium of Companies not Permitted)	Certificate of Incorporation or Registration Certificates showing type of firm
2.	Permanent Account Number (PAN) of the Bidder from Income Tax Authorities	Copy of the PAN Card of the Bidder
3.	The Bidder shall have valid GSTIN registration certificate.	Copy of the GSTIN registration certificate.
4.	The Bidder should have had a minimum annual turnover of Rs.10 Crore during the last three years (2015-16, 2016-17 and 2017-18) from Manpower Services.	Copy of the audited Balance Sheet and/ or Certificate of the Chartered Accountant for preceding three years.
5.	The bidder should have earned net profits for last 3 financial years 2015-16, 2016-17 & 2017-18.	Copy of the audited Balance Sheet and/ or Profit & Loss Statement/ or Certificate of the Chartered Accountant specifying net profits.
6.	The Bidder must have a minimum of three years' experience and executed at least three contracts for supplying personnel to reputed Central/ State Govt. Departments/ Public Sector Companies/Banks.	Copy of Work Orders
7.	The bidder should have presence in the jurisdiction of the Delhi/ Rajasthan/ Jammu & Kashmir /Himachal Pradesh/ Punjab/ Chandigarh & Haryana.	Proof of existence and presence at that particular zone. Documentary valid address proof of agency's office.
8.	The bidder should be registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.	Self certified copies of the Registration with EPF and ESIC.
9.	The bidder must be registered under Contract Labour (Regulation and Abolition) Act, 1970.	Self-attested copies of Certificate of Self-Registration or License obtained by the agency for any previous assignment.

S.No.	Compliance Criteria	Mandatory Documents
10.	The Bidder Company should not currently have been blacklisted by any Government Department/ PSU or under a declaration of ineligibility for fraudulent or corrupt practices of inefficient/ ineffective performance.	Self-declaration on Bidders company letter head as per the Format given in Section-8.1.
11.	The Agency should have proven track record on providing a minimum of 150 fulltime personnel over the period of last 3 financial years 2015-16, 2016-17 & 2017-18 to Central/State Govt. Departments/ Public Sector Companies/ Banks/ Public limited company.	Satisfactory documentary proof to be attached.
12.	Undertaking of non-forfeiture of EMD, Performance Security.	Self-declaration on Bidders company letter head as per the Format given in Section-8.2.

Note:

- Bid documents not fulfilling these of requirements will be rejected.
- The tenders not accompanied with the EMD, unless exempted, as prescribed in the NIT would not be considered for technical evaluation.

3.3 Compliant Bids/ Completeness of Response

It is to be ensured that the complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.

- I. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- II. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the bid may be rejected. Bidders must:
 - Include all documentation specified in this RFP, in the bid;
 - Follow the format of this RFP while developing the bid and respond to

each element in the order as set out in this RFP;

- Comply with all requirements as set out within this RFP

III. Conditional bids shall not be considered and will be out rightly rejected in very first instance. Each page of the tender should be signed by the bidder or by his authorized signatories with seal of the agency.

3.4 Bidders to inform

The bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the conditions or the specifications he shall, before the last date for submission of Pre-Bid queries, set forth the particulars thereof and submit them to Labour Bureau in writing in order that such doubt may be removed or clarifications are provided.

3.5 Bid Preparation Cost

The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentations etc. for the purposes of clarification of the bid, if so desired by the Labour Bureau.

3.6 Pre-Bid Meeting & Clarification

Bidders are required to submit their queries before the due date of pre-bid meeting. If any query is raised after the due date will not be accepted by the authority. The dates are mentioned in **Section-A** 'Bidding Data Sheet'.

3.7 RFP Document Fee

The RFP document may be downloaded free of cost from the website of Labour Bureau (www.labourbureaunew.gov.in), Ministry of Labour & Employment (www.labour.nic.in) and as well as from Central Government Procurement Portal (www.eprocure.gov.in).

3.8 Earnest Money Deposit (EMD)

The interested agencies may submit their tender document complete in all respects alongwith Earnest Money Deposit (EMD) of **Rs. 7.5 lakh** (Rupees Seven Lakh Fifty Thousand only). The Agencies, who are registered with the Central Purchase Organization, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and

Medium Enterprises (MSME), National Small Industries Corporation (NSIC) or Ministry of Labour & Employment, are exempted from EMD submission. The EMD amount is refundable without interest. EMD should be submitted in the form of Demand Draft/Pay Order, Fixed Deposit receipt, banker's cheque or bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of **“Director General, Labour Bureau, Shimla”**.

It is the responsibility of bidder to ensure that EMD in original or self certified copy of exemption certificate/document must reach the office of **“Director General, Labour Bureau, Shimla”** on the address given below, subscribing on the envelope “Tender for providing manpower for survey of Labour Bureau”:

Director General
Labour Bureau
Ministry of Labour & Employment
Government of India
The Cleremont, Shimla-171004
(Himachal Pradesh)

3.8.1 EMD Refund

For Unsuccessful Bidders: The EMD of all unsuccessful bidders would be refunded without interest by Labour Bureau on finalization of the bid in all respects by the successful bidder(s).

For Successful Bidders: The EMD, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.

The above-mentioned refund would be completed within 1 month of the selection of the Agency. In case bid is submitted without the bid security then Labour Bureau reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

3.8.2 EMD Forfeiture

The EMD may be forfeited in any of the following circumstances:

- a. If a bidder withdraws its bid during the period of bid validity.
- b. In case of a successful bidder, if the bidder fails to submit the performance Bank Guarantee and/or sign the contract in accordance with this RFP.

3.9 Bid Validity Period

Bid shall remain valid for the time period mentioned in the **Section-A** “Bidding Data Sheet”. On completion of the validity period, unless the bidder withdraws his bid in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his bid. – Not to be deemed.

3.10 Bid Documents

The Bid Document submitted by the Bidders shall consist of following documents:

- (i) **Technical Bid:** The Technical bid shall consist of items/ documents as indicated in **Section-3.11.1** provided in the RFP Document;
- (ii) **Financial Bid:** As given in **Section-3.11.2** provided in the RFP Document.

Note:

Submission of Technical and Financial Bid will be online only through (www.eprocure.gov.in) within specified date indicated in the details available on the website. **Manual submission is not acceptable.**

- (iii) **EMD:** As per the details provided in **Section-3.8** “Earnest Money Deposit”.

Note:

It is the responsibility of bidder to ensure that EMD in original or self certified copy of exemption certificate / document must reach the office of Director General, Labour Bureau, Shimla, on the address mentioned in **Section-3.8** “Earnest Money Deposit”.

3.11 Bid Formats

3.11.1 Technical Bid Format

1	Name of Agency	
2	Name of proprietor/ Director of Agency	
3	Full Address of Registered Office	
	a. Telephone No. b. Fax No. c. E-MailAddress	
4	Full Address of Operating/ Branch Office/ contact person	
	a. Telephone No. b. Fax No. c. E-MailAddress	
5	Whether registered as a Company or as a partnership firm (including Limited Liability Partnership) under the Companies Act, 1956 or partnership Act as the case may be (Attach Self-attested copies of certificate)	
6	Registration or License No. of Agency under Contract Labour (Regulation and Abolition) Act, 1970 (Attach Self-attested copies of Certificate of Self-Registration or License obtained by the agency for any previous assignment)	
7	PAN No. of the Company (Attach attested copy of the PAN Card of the Agency)	
8	GST Registration No.(Attach Attested copy of the registration Certificate)	
9	EPF Registration No. (Attach attested copy of the registration certificate)	
10	ESI Registration No. (Attach attested copy of the registration certificate)	
11	Years of experience relating for supplying of manpower to Central/ State Govt. Department/Public Sector.	

12. The list of Central/ State Government/ PSUs or Public Limited Companies, offices/organizations to which the agency has supplied more than 150 full time manpower over the last 3 (three) financial years (2015-16, 2016-17 and 2017-18). Bidder must attach copies of Work Orders / Contracts/ LoAs/ Experience Certificates etc. as proof for each contract.

Give details of such contracts undertaken in the following format for each Financial Year (Separate table for each FY)

Contract undertaken in FY 2015-16

S. No.	Details of client along-with address, telephone and FAX numbers	Amount of Contract (Rs. Lakh)	Duration of Contract		Nature of Contract		Remark, If any
			From	To	Type of man power provided	No. of persons deployed	
1.							
...							

Contract undertaken in FY 2016-17

S. No.	Details of client along-with address, telephone and FAX numbers	Amount of Contract (Rs. Lakh)	Duration of Contract		Nature of Contract		Remark, If any
			From	To	Type of man power provided	No. of persons deployed	
1.							
...							

Contract undertaken in FY 2017-18

S. No.	Details of client along-with address, telephone and FAX numbers	Amount of Contract (Rs. Lakh)	Duration of Contract		Nature of Contract		Remark, If any
			From	To	Type of man power provided	No. of persons deployed	
1.							
...							

13. Financial turnover of the Agency for the last 3 Financial Years. (Copies of the IT returns filed during last three financial years and copies of the turnover statements of the last three years duly certified by the Chartered Accountant to be attached)

Financial Year	Amount (Rs.Crore)	Remarks, if any

(Attached separate sheet if space provided is insufficient)

14. List of cities/stations and States/UTs where manpower supplied in the past (attach documentary proof).

15. List of cities/stations and States/UTs where the company has the branch offices (attach documentary proof). As per the qualification criteria, the agency must have atleast one office in the jurisdiction of the State/UT of Delhi/ Rajasthan/ Jammu & Kashmir /Himachal Pradesh/ Punjab/ Chandigarh & Haryana for which they are bidding.

16. Number of employees of the Agency (Proof thereof may been closed):

Financial Year	Number of Employees (category-wise break-up may be provided)

17. Details of infrastructure available with the firm/agency along with Regional Centre/offices, if any, for supplying manpower:

Number of personnel supplied in the area under the jurisdiction of the State of Himachal Pradesh.

Financial Year	Number of Employees supplied

(If space provided is insufficient, a separate sheet may be attached)

DECLARATION

ISon/ Daughter/Wife of
Shri..... Partner/ Director/ Authorized signatory of
the Agency M/s.....
is competent to sign this declaration and execute this tender document.

1. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
2. 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.

(Signature of the Authorized person)

Name:.....

Designation:.....

Seal:.....

Date:.....

Place:.....

Witness:

Signature _____

Name _____

Address _____

Date _____

3.11.2 Financial Bid Format

The Agency is required to submit a price bid in the following format only:

Service charge* of the Agency in Rupees per person per month	Remarks
(1)	(2)

*The agency is required to quote only Service charge of the Agency per person per month **(Col: 1)** to be met by the Labour Bureau excluding remuneration as described in **Section-2.6** of the RFP. The amount should be a fixed flat rate per personnel per month irrespective of categories. The service charge should include all charges/deductions to be made by the agency for its services and other liabilities but exclude mandatory charges of ESI, EPF, GST, etc.

GST applicable on total remuneration and Service Charge would be payable by the Labour Bureau.

Each bidder needs to bid for all categories mentioned above.

Contract will be awarded on the basis of following:

1. The successful bidder will be decided on the basis of evaluation process mentioned in Para4.6 and Col.1 mentioned above **“Service charge of the Agency per person per month (Excluding Goods & Service Tax)”**.

Authorized Signatory_____

Name_____

Designation_____

Date:

Place:

Seal:

3.12 Bid Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the bidders. For purposes of interpretation of the documents, the English translation shall govern.

3.13 Authentication of Bids

An authorized representative of the Bidder shall initial all pages of the Technical and Financial Bids. Bid should be accompanied by an authorization in the name of the signatory of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

3.14 Amendment of Request for Proposal (RFP)

At any time prior to the due date for submission of bid, Labour Bureau may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website (www.eprocure.gov.in) as well as on website of Labour Bureau (www.labourbureaunew.gov.in) and Ministry of Labour & Employment (www.labour.nic.in) through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

Therefore, it shall be the responsibility of the prospective bidder(s) to check the Central Public Procurement Portal (www.eprocure.gov.in) as well as on website of Labour Bureau (www.labourbureaunew.gov.in) and Ministry of Labour & Employment (www.labour.nic.in) on regular basis for any amendment in the RFP document. In case of failure to get the amendments, if any, Labour Bureau shall not be responsible. In order to allow prospective bidders a reasonable time to take the amendment into account in preparing

their bids, Labour Bureau, at its discretion, may extend the deadline for submission.

3.15 Bid Price

Financial Bid shall be as per the format provided in **Section-3.11.2**. Bidders shall give the required details. Bidders shall quote for the entire scope of contract on a “overall responsibility” basis such that the total bid price covers Bidder’s all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the services. Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non- responsive and rejected.

The bidder should quote his service charges in Rupees per month per person in such a way that gross service charge in Rupees per billing month should be more than the amount of TDS to be recovered from total payment from such monthly bill which is aggregate of Wages (Fixed), EPF (Fixed), ESI (Fixed), Service Charge (As quoted) and Goods & Services Tax (As applicable). It may be noted that the rate of TDS will be computed @ 2% of the total payment i.e. at the highest applicable rates irrespective of the status of the Bidder as an individual contractor/ firm/ trust.

3.16 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP.

3.17 Late Bids

Late submission will not be entertained and will not be permitted by the e-Procurement Portal. Labour Bureau shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder’s end. No further correspondence on the subject will be entertained. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. Labour Bureau reserves the right to modify and amend any of the above-stipulated condition/criterion.

3.18 Right to Terminate the Process

Labour Bureau may terminate the RFP process at any time and without assigning any reason. Labour Bureau makes no commitments, expressed or implied that this process will result in a business transaction with anyone. This RFP does not constitute an offer by Labour Bureau.

3.19 Non-Conforming bids

A bid may be construed as a non-conforming bids and ineligible for consideration:

- a. If it does not comply with the requirements of this RFP.
- b. If a bid does not follow the format requested in this RFP.

3.20 Acceptance/Rejection of Bids

Labour Bureau reserves the right to reject in full or part, any or all bids without assigning any reason thereof. Labour Bureau reserves the right to assess the Bidder's capabilities and capacity. The decision of Labour Bureau shall be final and binding. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, Labour Bureau reserves the right to reject the Bid and forfeit the EMD. If there is any discrepancy in the financial bid, it will be dealt as per the following:

- (i) If there is a discrepancy between words and figures, the amount in words shall prevail.
- (ii) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of Labour Bureau, the bid is liable to be disqualified.

3.21 Confidentiality

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

3.22 Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

- I. During validity of the bid, or its extended period, if any, the bidder increases its quoted prices.
- II. The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
- III. Bid is received in in complete form and Bid is not accompanied by all the requisite documents.
- IV. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- V. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bidding process.
- VI. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.

3.23 Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, Labour Bureau shall reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, Labour Bureau shall, without prejudice to its any other rights or remedies, forfeit and appropriate the EMD or Performance Security Deposit, as the case maybe.

3.24 Conflict of Interest

A bidder shall not have a conflict of interest that may affect the selection process or the services provided. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Labour Bureau shall forfeit the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Labour Bureau for, inter alia, the time, cost and effort of Labour Bureau including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to Labour Bureau hereunder or otherwise.

Labour Bureau requires that the bidder provide services which at all times hold Labour Bureau’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would place it in a position of not being able to carry out the assignment in the best interests of Labour Bureau.

3.25 Sub-Contracting

The Bidder would not be allowed to sub-contract/outsourced any work mentioned in the Scope of Work in this RFP.

3.26 Inability and Failure of Selected Agency

Through this RFP the Labour Bureau intends to select an agency in its Shimla Office. In case any selected agency fails to provide the required manpower then Labour Bureau will reserve the right to approach the next agency which agrees to provide the required manpower services and who's rate is lowest among the other agencies willing to provide manpower. In case that agency also disagrees or fails then Labour Bureau will approach agency having lowest among the other agencies and so on.

3.27 Right to Vary Quantity

At the time of award of contract, the quantity of manpower resources and services originally specified in the bidding documents may be changed. It shall be without any change in the service charge or other terms and conditions of the Bid and the bidding documents.

If the Labour Bureau does not procure/engage any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

3.28 Withdrawal, Substitution, and Modification of Bids

A Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial) as per the instructions/ procedure mentioned at e-Procurement website. Accordingly, withdrawn Bids shall not be opened and processed further.

4 The Bid Process

4.1 Pre-Bid Conference/ Meeting

Labour Bureau will host a pre-bid conference on the date mentioned in **Section-A** 'Bidding Data Sheet'. If there would be any change in date, time and venue than the same will be informed to the bidder. The bidder or its official representative will be invited to attend the pre-bid conference.

Bidders may confirm their participation one day in advance. The purpose of the meeting is to provide bidders with information regarding the RFP and the requirements, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP. The response of the pre-bid conference shall be uploaded on the (www.eprocure.gov.in) and website of Labour Bureau (www.labourbureaunew.gov.in) & Ministry of Labour & Employment (www.labour.nic.in).

Labour Bureau may make modifications to the RFP if necessary as a result of pre-bid conference. All such modifications made to the RFP by Labour Bureau will be issued as a corrigendum to the RFP shall be uploaded on the (www.eprocure.gov.in) as well as on website of Labour Bureau (www.labourbureaunew.gov.in) and Ministry of Labour & Employment (www.labour.nic.in). Labour Bureau reserves the right to hold the pre-bid conference without assigning any reason.

4.2 Tender Evaluation cum Selection Committee

The Tender Technical Evaluation cum Selection Committee constituted by Labour Bureau shall evaluate the bid response submitted by the bidders as per extant Government of India (GOI) Orders. The decision of the Tender Evaluation Committee in the evaluation of Technical and Financial bids shall be final. No correspondence will be entertained outside the process of evaluation with the committee.

4.3 Opening of Bids

'Two Bid' System will be followed (simultaneous receipt of separate technical and financial bids). The Technical Bid, as submitted online through (www.eprocure.gov.in) shall be opened on-line on the scheduled date and time at Labour Bureau, Shimla office, in the presence of representative of the Agencies, if any, who wish to be present at the time of opening the tender. The bidders' representatives, who are present at the time of opening of the bid, shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the

same time and location on the next working day.

4.4 Preliminary Examination of Bids

During Bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.

4.5 Clarification on Bids

During the Bid Evaluation process, Labour Bureau may, at its discretion, ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

4.6 Evaluation Process

The Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids. The decision of the Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Evaluation Committee may ask for presentation or meeting with the bidders to seek clarifications or confirmations on their bids. The Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are as under:

4.6.1 Stage 1: Technical Evaluation

- The Evaluation Committee will evaluate the Technical Bids of the bidders who clears the preliminary scrutiny.
- The bidders are bound to use the format as included in the RFPdocument.
- The bidders must have furnished the necessary documents to establish their eligibility, for each of the items given in the Eligibility Criteria. Relevant portions in the documents should be highlighted. The proposals fulfilling the

eligibility criteria mentioned in the RFP document will qualify the Technical Evaluation.

- The Evaluation Committee may ask for meeting or presentation with the Bidders to seek clarifications or conformations on their bids.
- The scoring criteria to be used for evaluation shall be as follows:

Sr. No.	Parameter	Supporting Document	Max. Marks	Marking Criteria
1.	Business Turnover: The Bidder should have had a minimum annual turnover of Rs.10 Crore during the last three years (2015-16, 2016-17 and 2017-18).	Copy of the audited Balance Sheet and/ or Certificate of the Chartered Accountant for preceding three years.	15	Turnover in Rupees: 1. 10 - 20 Crore: 10 Marks; 2. >20 crore and <=30 crore: 12.5 Marks; 3. >30 crore: 15 Marks
2.	Business Operation: The Bidder must have a minimum of three years' experience in supplying personnel to Central/State Govt. Departments/Public Sector Undertakings/Banks/ Autonomous bodies	Details of Contracts relating to supplying of manpower to reputed Central/State Govt. Departments/ Public Sector Companies/ undertakings in the last three years along with self-attested copies of the work orders.	20	Years of Experience: 1. 3 years to 5 years: 10 Marks; 2. >5 years and <7 years: 15 Marks; 3. >7years: 20 Marks
3.	References: Bidder should provide client references and contact details (email/ landline/ mobile) of 3 customers for whom the Bidder has executed similar projects in past three years. (Start and End Date of the Project to be mentioned)	Client References:- 1. 2. 3. Include copies of work orders	15	1. Similar projects (3 to 5): 5 Marks; 2. Similar projects (6 to 7): 10 Marks; 3. Similar projects (more than 7): 15 Marks
4.	Presence: The bidder should have presence (at least one office) in the jurisdiction State/UT of Delhi/ Rajasthan/ Jammu & Kashmir /Himachal Pradesh/ Punjab/ Chandigarh & Haryana.	List of Offices, Contact Person & contact details. Valid documentary proof of office.	15	Number of Offices in H.P. Jurisdiction: 1. One office: 5 Marks; 2. Two offices: 10 Marks; 3. Three or more offices: 15 Marks

5.	Total no. of employees: The Agency should have proven track record on providing a minimum of 150 fulltime personnel per year over the period of last three years to Central/State GOVT. Departments/ Public Sector Companies/ Banks/Public limited company.	Satisfactory documentary proof to be attached	25	150 - 200 fulltime personnel: 15 Marks; 200 - 300 Fulltime Personnel: 20 Marks; More than 300 fulltime personnel: 25 Marks
6.	Technical Presentation on overall understanding of Scope of Work, Approach, experience in undertaking similar projects		10	As recommended by the Technical Evaluation Committee as per the Evaluating criteria of areas specified in Scope of Work and Technical Bid.

4.6.2 Stage 2: Financial Evaluation

- The financial bid would be opened only of those bidders qualifying the technical evaluation.
- **“Financial Bid”** should contain only service charge for manpower staffing.
- **Least Cost System (LCS)** will be employed to select the lowest bidder (L1).

Note:

- Lowest bidder will be decided based on Col.1 of the financial bid document “Service charge of the Agency per person per month (Excluding Goods & Service Tax”).
- In case of Amount quoted by two or more Agencies is same in Col:1, lowest bidder will be decided on the basis of higher average Number of manpower per month provided to Govt./PSUs during last 12months.

4.6.3 Stage 3: Final Evaluation of the Bid and Selection of Agency

The Financial bid of technically qualified bidders will be opened. The least cost System (LCS) will be employed for identification of the lowest bidder (L1).The lowest bidders will be identified and awarded the contract for providing the contractual manpower in Labour Bureau.

5. Award of Contract

5.1 Notification of Award

Prior to the expiration of the period of proposal validity, Labour Bureau or its authorized person will notify the successful bidder in writing or by fax or email that the bid has been accepted. Labour Bureau may place the work order on the successful bidder. The bidder shall acknowledge in writing to Labour Bureau the acceptance of the work order and shall sign the agreement with Labour Bureau within fifteen (15) days of receipt of the work order.

5.2 Signing of Contract

Within 15 days of receipt of the work order, the successful bidder shall sign the agreement with Labour Bureau. All incidental expenses of execution of the agreement shall be borne by the successful bidder. The agreement between Labour Bureau and the successful bidder shall cover in detail the aspects/terms of contract such as mentioned in the **Section-6** of this RFP “Terms and Conditions of the Contract”.

5.3 Performance Security Deposit

The successful bidder will have to deposit performance security deposit in the form of bank guarantee issued by a Commercial bank or Fixed Deposit Receipt (FDR) payable at “**Director General, Labour Bureau, Shimla**” covering the period of contract. The performance security must be valid for a period of sixty days beyond the initial period of contract. The amount of Performance Security Deposit is Rs. 15 lakh (Rupees Fifteen Lakh only).

5.4 Tenure of Engagement

The contract with the Agency found suitable will initially be for a period of one year from the award of work order and extendable maximum up to 3 (three) years subject to the satisfactory performance of the work at the same rate. The Labour Bureau, however, reserves right to terminate/curtail the contract at any time after giving one month's notice to the selected service providing Agency owing to deficiency of service, substandard quality of manpower deployed, breach of contract etc.

5.5 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Labour Bureau may award the contract to the next best value bidder or call for new bids. In such a case, Labour Bureau shall invoke the Performance Security Deposit and/or forfeit the EMD.

6. Terms and Conditions of the Contract

Labour Bureau will be called as **“First Party”** and The Agency, which is being selected and engaged through the Contract, will be called as **“Second Party”**.

6.1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- i. The ‘Contract’ means the agreement entered into between the Labour Bureau and the Selected Agency including all the attachments and appendices thereto and all documents incorporated by reference therein;
- ii. Labour Bureau will be called as **“First Party”** and The Agency, which is being selected and engaged through the Contract, will be called as **“Second Party”**.
- iii. The "Selected Agency" means Agency which is selected through the tender process.
- iv. The “Services” means Manpower services to be provided to Labour Bureau.
- v. “Day” means a working day.

6.2 Term and Extension of Term

The contract will be initially for a period of one year starting from the date of award of work. The contract would be considered for renewal and extension upto 3 years on year to year basis based on the performance of the agency.

6.3 False and Fraudulent Information

The contract is awarded to the second party on the evaluation of information provided by him in the bid. The second party is bound by the

details furnished by him / her to the Labour Bureau while submitting the tender or at subsequent stage. In case, any 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.

6.4 Deployment of Personnel

- The second party shall ensure that the individual personnel deployed in the Labour Bureau conform to the technical specifications of age, educational qualifications and experience prescribed at Scope of Work of the RFP Document. The second party is liable to depute the personnel within 30 days of the signing of agreement.
- The second party shall furnish the following documents in respect of the individual personnel who will be deployed in the Labour Bureau, Shimla Office before the commencement of work, second party should deploy only those candidates that have been approved by the Labour Bureau:
 - ✓ List of persons deployed;
 - ✓ Bio-data of the persons alongwith the certificates in respect of educational/professional qualifications etc;
 - ✓ Attested copy of matriculation certificate containing date of birth;
 - ✓ Certificate of verification of antecedents of persons by local police authority;
 - ✓ Detailed proof of identity like Aadhaar number, driving licence, bank account details, proof of residence and recent photograph of the personal deployed by the agency in Labour Bureau, Shimla Office;
 - ✓ Certification of Health of the personnel by Competent Medical Authorities.
- The second party shall ensure that the personal deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request

from the first party. The second party shall provide Photo Identity Cards to all the outsourced employees with a note in suitable form that the employee is personnel engaged for the work of Labour Bureau.

- The second party shall be responsible for proper conduct of its personnel in Labour Bureau office premises. In case of any loss/ damage, theft etc. to the property of Labour Bureau caused by the personnel deployed by the second party, the second party will either be liable to make good the loss on the basis of the value of the property as determined by the Labour Bureau or the same shall be recovered from the performance guarantee/ monthly payments due to the Agency.
- The second party's personnel working with Labour Bureau should be polite, cordial, positive and efficient. In case, the person employed by the second party commit any act of omission/ commission which amounts to misconduct/ indiscipline/ incompetence, the second party will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the first party.
- The personnel deputed to Labour Bureau shall not be changed unilaterally by the second party in any circumstances unless there is a specific consent/request from the Labour Bureau in writing.
- The Second party shall nominate a coordinator for Labour Bureau, Shimla, who will be responsible for interacting with Labour Bureau in all matters related to staff outsourced by respective Second party including submission of bills, submission of certificates related to statutory authorities/ payments, providing replacements on time-bound basis. The coordinator will also be responsible for ensuring attendance of outsourced staff in Labour Bureau, Shimla Office.
- The second party shall bear the cost of transportation, food, medical and any requirements in respect of the persons while travelling to join the

Labour Bureau, Shimla and Labour Bureau will have no liability in this regard.

- For all intents and purposes, the Second Party shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the Labour Bureau, Shimla office. The persons deployed by the Second party in the Labour Bureau shall not have claims of any Master and Servant relationship against Labour Bureau. The Second Party shall be solely responsible for the redressal of grievance/ resolution of disputes for settlement of such issues whatsoever.
- The Second Party will be responsible for compliance of all statutory provisions related to minimum wages, Provident Fund, and Employees State Insurance, Service Tax etc. in respect of persons deployed by it in the Labour Bureau.
- The Labour Bureau shall not be responsible for any financial loss or other injury to any person deployed by second party in the course of their performing the functions/ duties, or for payment towards any compensation.

6.5 Replacement of personnel

- The second party shall replace immediately any of its personnel who is found unacceptable to the Labour Bureau because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the concerned office of the Labour Bureau. The delay in providing a suitable substitute beyond five working days would attract a penalty @ Rs. 1000/- per day per person on the second party.
- The second party shall immediately provide a suitable substitute in the event of absence of personnel for more than five working days due to

reasons viz. illness, leaving the job due to his/ her personal reasons etc. The delay in providing a substitute beyond five working days from the date of intimation to second party would attract a penalty @ Rs. 1000/- per day on the service providing agency.

- The Selected Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- The second party shall immediately provide a suitable substitute in the event of resignation of the deployed resource. The Agency will be liable to pay the penalty from the sixth working day till the period Labour Bureau gets the replacement.

6.6 Exit Policy and Procedures for the personnel deployed

- At the event of resignation of the personnel deployed by the second party or expiry of Contract period of the second party, the second party needs to ensure a complete knowledge transfer by their deployed personnel to the new personnel replacing them.
- The second party will ensure to supply all other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to enable Labour Bureau, to carry out due diligence in order to transition the provision of the Services to Labour Bureau;
- Second party will ensure that all the hardware (including handheld devices, laptops, printers, pen drives etc if any) which is a property of the Labour Bureau are handed over to Labour Bureau, Shimla office at the time of the exit of the personnel.
- The persons deployed by the second party shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees of the Labour Bureau during the currency and after expiry of the contract.

6.7 Service Levels and Penalties

Second party is expected to meet the following Service Levels in the normal course of time for carrying out the activities as per the detailed Scope of Work. In case of default on any or all such Service Levels, the Labour Bureau will reserve the rights to levy penalties on the second party.

S. No.	Service	Expected Service Level	Penalty level in case of default
1	Deployment of personnel after signing the Contract and intimation by Labour Bureau during the Contract period.	Within 30 days of receipt of request from Labour Bureau.	penalty @ Rs. 1000/- per day on the service providing agency.
2	Replacement of personnel at request of Labour Bureau.	Within 5 days of receipt of request from Labour Bureau.	penalty @ Rs. 1000/- per day on the service providing agency.
3	Replacement of personnel at the request of the Selected Agency.	Within 5 days of receipt of request.	penalty @ Rs. 1000/- per day on the service providing agency.
4	Replacement of personnel at the request of the personnel in case of resignation or illness more than 5 days	Within 5 days of receipt of request.	penalty @ Rs. 1000/- per day on the service providing agency.

6.8 Calculation of Penalties

Penalties, if any, for violating the service levels will be computed at the end of each payment cycle. These penalties would be adjusted in the payment due to the second party in the subsequent month. The penalty amount applicable for violation of service levels are specified in the table above. In situation, where the second party has incurred a penalty of equal to or more than fifteen (15) per cent for three (3) consecutive months at any time during the contract Period, the Labour Bureau reserves the right to either invoke the termination clause or terminate the contract altogether.

The Labour Bureau also reserves the right to invoke the Performance Security furnished by the second party at the time of signing the contract with the Labour Bureau. The total penalty would be capped subject to 30% of the monthly payment at any time of the contract. In such situation where the total penalty exceeds the above limit of 30 per cent of the monthly payment at any

time of the contract, the Labour Bureau reserves the right to invoke termination clause or terminate the contract altogether.

6.9 Right to Vary Quantity

The Labour Bureau, at present, has approximately requirement of manpower as described in Scope of Work of the RFP. Estimation of manpower is tentative and for the purpose of evaluation of the bid. However, the actual requirement may substantially vary to decrease or increase at different points of time based on the requirement of the work.

At the time of award of contract, the quantity of manpower resources and services originally specified in the bidding documents may be increased. It shall be without any change in the service charge or other terms and conditions of the Bid and the bidding documents. If the Labour Bureau does not procure/engage any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

6.10 Insurance of Key Personnel

In unfortunate events like Accident or Injury to personnel provided on Temporary Staffing, the First Party shall not be liable for or in respect of any damages or compensation payable to any personnel provided on Temporary Staffing to the First Party by Second Party other than the death or injury resulting from any act or default of the First Party. The Second Party undertakes to indemnify and keep indemnified the First Party against all such damages and compensation and against all such claims proceedings, damages, costs, charges and expenses (including reasonable legal costs) whatsoever in respect thereof or in relation thereto.

6.11 Binding Clause

All decisions taken by the First Party regarding the processing of the contract shall be final and binding on all parties concerned.

6.12 Termination of Contract

The Labour Bureau (first party) reserves the right to terminate/curtail the contract at any time after giving one month's notice to the selected service providing Agency (second party) owing to deficiency of service, sub-standard quality of manpower, breach of contract etc. In case of termination of this contract on its expiry or otherwise, the persons deployed by the second party shall not be entitled to and will have no claim for any continuation/absorption in the regular/ otherwise capacity in the Labour Bureau.

6.13 Legal

- The second party will be responsible for compliance of all statutory provisions related to minimum wages, Provident Fund, and Employees State Insurance, Service Tax etc. in respect of persons deployed by it in the Labour Bureau.
- The second party shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Labour Bureau to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case the second party fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the Labour Bureau is put to any loss/ obligation, monetary or otherwise, the Labour Bureau will deduct the same from the monthly bills and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- The second party shall maintain all statutory registers under the Law. The second party shall produce the same, on demand, to the concerned authority of the Labour Bureau or any other authority under Law.
- The Tax deduction at source (T.D.S.) shall be made as per the provisions of Income Tax Department/any other department, as amended from time to time and a certificate to this effect shall be provided to the second party by the Labour Bureau.

6.14 Financial

- The second party will be required to execute an agreement with Labour Bureau within the period specified in the letter awarding contract. In case the second party fails to enter into the agreement with the first party within the specified date mentioned in the award letter, the EMD deposited by such Agency shall stand forfeited without giving any further notice.
- The successful bidder will have to deposit performance security deposit in the form of bank guarantee issued by a Commercial bank or Fixed Deposit Receipt (FDR) in favour of **“Director General, Labour Bureau, Shimla”** covering the period of contract. The performance security must be valid for a period of sixty days beyond the initial period of contract.
- The bank guarantee can be forfeited by order of the competent authority of the first party in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non- acceptance of the work order etc. of the second party.

6.15 Terms of Payment

- The second party shall submit the monthly bills in triplicate enclosing the certificates as mentioned in succeeding paras which shall be got duly verified by the Officer-in-charge of the Labour Bureau, Shimla office and the same shall be paid within 15 days thereof after making recovery, if any. All payments will be made in Indian Rupee.
- Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle. These Penalties would be adjusted in the payment due to the second party in the subsequent month.
- The Tax Deduction at Source (T.D.S) shall be made as per the provisions of Income Tax Department/any other department, as amended from time to time and a certificate to this effect shall be provided to the second

party by the concerned Office.

- The second party shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required. The payment to personnel by the second party would be made on or before 15th day of the following month. In case 15th day being a holiday, monthly remuneration should be paid on the preceding working day of the month.
- The second party will ensure the remittance of the salary to the personnel deployed by them in Labour Bureau through Bank Account and a copy of the bank statement will be furnished to the office concerned every month along with the bills for the subsequent month.
- Proof of Challan/receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund, ESI and proof of payment towards other statutory dues for previous months shall be submitted with the bills. Otherwise, a certificate from a Registered Chartered Accountant should be furnished quarterly to the effect that all statutory requirements are complied with in respect of staff outsourced by the second party to Labour Bureau. In case of any default, Labour Bureau will deduct the dues and release the balance amount to the second party.
- In case Labour Bureau receives any complaints regarding non-payment of salaries to the personnel deployed in Labour Bureau and found true, the amount due to the employee will be recoverable from the second party and paid to such personnel.

6.16 Dispute Resolution

- Labour Bureau and the second party shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, Labour

Bureau and the second party have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.

- The India Arbitration and Conciliation act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to a Tribunal of three (3) Arbitrators. Each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator.
- Any decision or award resulting from arbitration shall be final and binding upon the Parties. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of Himachal Pradesh.
- The venue of the arbitration shall be at Shimla.
- The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by each party itself.
- Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is made; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

6.17 Force Majeure

Notwithstanding the above provisions, the second party shall not be liable for penalty or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause,

"Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the second party shall promptly notify Labour Bureau in writing of such condition and the cause thereof. Unless otherwise directed by Labour Bureau in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

7. Disclaimer

The Request for Proposal (RFP) is issued by Labour Bureau, Ministry of Labour and Employment, Government of India aims to select an agency which will provide the requisite manpower on contract basis for the scheme **"Base updation of Consumer Price Index Numbers for Agricultural and Rural Labourers (CPI-AL and RL)"** in Labour Bureau, Shimla Office.

Neither Labour Bureau, nor any of its officers or employees accept any liability or responsibility for the accuracy, rationality or wholeness of, or for any errors, omissions or misstatements, negligent or otherwise, information contained herein, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of Labour Bureau. It does not purport to, contain all the information that a recipient may

require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation, the regulatory regime which applies thereto and by and all matters pertinent to the assignment and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the engagement.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the Manpower Services requirement are based on various assumptions made by the Labour Bureau. Labour Bureau shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of Labour Bureau in selecting the Agency who qualifies through this RFP shall be final and Labour Bureau reserves the right to reject any or all the bids without assigning any reason. Labour Bureau further reserves the right to negotiate with the selected Agency in exceptional circumstances.

8. Documents to be submitted alongwith the Bids

The tendering agencies are required to enclose duly attested photocopies of documents mentioned below along with the Technical Bid and Financial Bid as given in the **Section-3.11**, failing which their bids shall be summarily/out rightly rejected and will not be considered any further.

a	Registration Certificate under Companies Act/Partnership Act
b	Registration Certificate under Contract Labour (Regulation and Abolition) Act
c	Copy of PAN card of the Agency (not of the individual)
d	Copy of the IT return filed for the last three financial years by the agency (not by the individual)
e	Copy of the EPF Registration Certificates
f	Copy of the ESI Registration Certificates
g	Copy of the Goods and Services TAX Registration Certificates

h	Copies of contracts awarded by the Central Govt./State Govt./PSUs/Bank/reputed Private Firms
i	Certified copy of bank account statements for the last three years issued by the bank
j	Copy of the turn over statements of last three years duly certified by Chartered Accountant
k	Documentary proof of supplying manpower in cities/stations across the country.
l	Copy of Certificate about performance, if any, given by the organization/firm mentioned at (h) above.
m	Annual report of the agency containing the annual accounts, if any.
n	Proofs of offices in the state of H.P. for which the bidder is bidding
o	Non Blacklisting Declaration on letter head
p	Certificate of non-forfeiture of EMD/ Performance Security

8.1 Certificate of non-forfeiture of EMD/ Performance Security

I, _____ certify that neither EMD nor Performance Guarantee has been forfeited of my agency M/s _____ while participating or executing any work order from any office of Central/State Government or /PSU in the past.

(Signature of the Authorized person)

Name:.....

Designation:.....

Seal:.....

Date:.....

Place:.....

Witness:

Signature _____

Name _____

Address _____

Date _____

8.2 Undertaking regarding Non Blacklisting/Debarment

To,

Director General

Labour Bureau,
Ministry of Labour & Employment,
Government of India,
The Cleremont, Shimla-171004
(Himachal Pradesh)

We, M/s _____, hereby confirm and declare that:

- a. We, M/s _____, are not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.
- b. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.

(Signature of the Authorized person)

Name:.....

Designation:.....

Seal:.....

Date:.....

Place:.....

Witness:

Signature _____

Name _____

Address _____

Date _____