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No.A-12024/01/2018-E.I (B)
Government of India
Ministry of Road Transport & Highways
(Establishment - I (B) Section)

E-TENDER DOCUMENT

For providing manpower for attending to the job of Multi-tasking Staff in the Ministry of Road Transport & Highways by a Private Manpower Service Agency.

Published Date : 25.02.2019

Last date and time for online submission of Documents : 12:00 P.M on 18.03.2019

Date and time for online opening of Technical Bid of Tender Documents: 03:00 P.M on 18.03.2019

Date and time for online opening of Financial Bid of Tender Documents shall be intimated separately after finding successful bidders in Technical Bid.

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No.A-12024/01/2018-E.I (B)
Government of India
Ministry of Road Transport & Highways
Establishment - I Section
Transport Bhawan, 1, Parliament Street, New Delhi.

Dated the 25th February, 2019

E-TENDER NOTICE

Online e-tender on behalf of President of India are invited under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies/Firms/ Agencies for providing **95 (ninety five)** manpower for attending to the job of Multi-tasking Staff in semi-skilled category in Ministry of Road Transport & Highways for a period of **One year from date of award of contract, which is extendable as per requirement.** However, quantum of manpower requirement may vary from time to time on the discretion of the Ministry.

2. Complete E-Tender Documents are available on the website www.morth.nic.in and www.eprocure.gov.in of the Ministry.

3. The interested Companies/Firms/Agencies may submit the tender documents online complete in all respects and other requisite documents on or before **18.03.2019 (12:00 PM)** on the website. **Also**, Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees Five Lakhs only) is to be submitted by interested Companies/Firms/Agencies in the chamber of Under Secretary (Establishment-I) at Room No. 430, Transport Bhawan, Parliament Street, New Delhi-110001 on or before **18.03.2019 (12:00 PM)**. A copy of NSIC registration certificate or MSME certificate should be attached for claiming exemption from payment of EMD of Rupees Five lakhs.

4. ***The Technical Bid of tenders will be opened online on 18.03.2019 (03:00 PM) in the presence of authorized representative of Bidders who may wish to be personally present. The bidders declared successful in Technical Bids shall be intimated for opening of financial bids.***

5. This Ministry reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Ministry of Road Transport & Highways in this regard shall be final and binding on all.



(Rajesh Malik)
Under Secretary to the Govt. of India
For and on behalf of the President of India

Copy to: -

1. NIC - for uploading in web-site of Ministry of Road Transport & Highways and for providing the link to www.eprocure.gov.in

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The Ministry of Road Transport & Highways located at Transport Bhawan, 1, Parliament Street, New Delhi-110001 requires reputed, well established and financially sound Manpower Companies/Firms/Agencies to provide manpower for attending to the job of Multi-tasking Staff.
2. The contract will be for a period of **One year** from the date of award of contract. The period of contract may be further extended or curtailed /terminated at any time before expiry of one year period depending upon requirement of the Ministry.
3. The Ministry has initial requirement for **Ninety Five (95) manpower**. Depending on actual requirement from time to time, the requirement of the Ministry may increase or decrease during currency of contract.
4. The e-tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested companies/firms/agencies are required to submit tender documents through online system on this Ministry's website www.morth.nic.in & www.morth.eproc.in.
5. The various crucial dates relating to "Tender for providing manpower for housekeeping work and for attending to the job of Multi-tasking Staff to the Ministry of Road Transport & Highways" are as under.
 - (a) Last date and time for submission of Quotation
(Technical & Financial bids) through online system : **18.03.2019 (12:00 PM)**
 - (b) Date and time for opening of Technical Bids on online : **18.03.2019 (03:00 PM)**
 - (c) Date and time for opening of Financial Bids shall be intimated separately after finding successful bidders in Technical Bid.
 - (d) Likely date for deployment of required manpower : **01.05.2019**
6. The Earnest Money Deposit (EMD) of Rs.5,00,000/- (Rupees Five Lakhs only), refundable (without interest) in the form of Demand Draft/Pay Order drawn in the favour of "PAO (Sectt.), Ministry of Road Transport & Highways, New Delhi", should be sent to Under Secretary (Estt-I), Room No. 430, Transport Bhawan, 1-Parliament Street, New Delhi within last date and time of submission of tender documents online, **failing which the tender shall be rejected summarily.**
7. The successful bidder will have to deposit Performance Security Deposit of Rs.12,50,000/- (Rupees Twelve Lakh Fifty Thousand only), in the form of Bank Guarantee (BG) having validity for 03 months beyond the contract period, in the favour of the PAO (Sectt.), Ministry of Road Transport & Highways, New Delhi, which needs to be renewed, accordingly.
8. The tendering Companies /Firms/Agencies are required to upload self-attested copies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further :-
 - (a) Documentary proof for having registered office/branch office in Delhi/NCR.
 - (b) Registration certificate.
 - (c) Copy of PAN/GIR card.
 - (d) Copy of IT return filed for the last three financial years.
 - (e) Copies of the EPF and ESI certificates.
 - (f) Copies of the GST registration certificate.
 - (g) Proof of annual turnover of the firm for the last 3 years. **The Annual Turn Over of the company should not be less than Rupees 1.5 crores.**
 - (h) Certified documents in support of entries in column 11 of Technical Bid application.

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- (i) Copy of the terms and condition in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
 - (j) Bank Solvency Statement as on a date after the date of the tender notice.
9. Conditional bids shall not be considered and will be out rightly rejected in the very first instance.
10. The Technical Bid of tenders shall be opened online at **03:00 P.M on 18.03.2019 at Room No. 430 in Transport Bhawan, 1- Parliament Street, New Delhi-110001** in the presence of the authorized representative of the companies/Firms/Agencies, if any, who are present on the spot at that time and date and time for opening of Financial Bid of Tender Documents shall be intimated separately after finding successful bidders in Technical Bid.
11. The bidder(s) declared successful in Technical Bids shall be intimated for opening of Financial Bids through their e-mails/letters & the same shall be opened online in Room No. 430 in Transport Bhawan in the presence of the authorized representative of the companies/Firms/Agencies, if any, who are present on the spot at that time.
12. The Competent Authority of the Ministry of Road Transport & Highways reserves the right to cancel any or all the bids without assigning any reason thereof.
13. Any dispute arising out of the contract will be settled with the Jurisdiction of Delhi Courts.

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TECHNICAL REQUIREMENT FOR THE TENDERING COMPANY/FIRM/AGENCY.

1. The tendering manpower Company/Firm/Agency should fulfill the following technical specifications and attached self-attested copies of documents evidencing compliance with these specifications:-
 - (a) The Registered Office or one of the Branch Offices of the Manpower Company/Firm/Agency should be located either in Delhi/New Delhi or NCR region of Delhi.
 - (b) The manpower Company/Firm/Agency should be registered with the appropriate registration authority.
 - (c) The Company/Firm/Agency should have at least three years' experience in providing manpower to reputed Private Companies/Public Sector Companies/Banks and Government Department etc., proof of which should be enclosed with the technical bid.
 - (d) The Company/Firm/Agency should be registered with GST Department.
 - (e) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
 - (f) Copy of PAN card/IT return.
 - (g) Certificate of annual return from CA. The Annual Turn Over of the company for the last three years should not less than Rupees 1.5 crores.
2. Self-Attested copies of the documents indicating compliance with the above specifications/ requirements should be attached along with Technical bids.

TECHNICAL REQUIREMENT FOR MANPOWER TO BE PROVIDED BY THE SUCCESSFUL COMPANY/FIRM/AGENCY IN THE MINISTRY OF ROAD TRANSPORT & HIGHWAYS WITH PROPER DOCUMENTARY PROOF.

1. He/she should be physically fit for doing all types of Multi-tasking Staff jobs.
2. His/her antecedents should have been got verified by the agency from the local police authorities.
3. He/she should have at least 2 years working experience in reputed Public / Private institution /Central/ State Government offices.
4. Multi-tasking Staff (MTS) are preferably to be matriculate, semi-skilled and free from any police case.

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APPLICATION-TECHNICAL BID

For providing housekeeping work and for attending the job of Multi-tasking Staff to Ministry of Road Transport & Highways.

1. Name of Tendering Company/Firm/Agency
(Attach certificate of registration)
2. Name of proprietor/Director of Company/Firm/Agency:
3. Full Address of Regd. Office:

Telephone No.
FAX No.
E-Mail Address

4. Full address of Operating Branch:

Telephone No:
Fax No.:
E-Mail Address:

5. (a) Banker of Company/Firm /Agency
(Full Address)
(Attach certified copy of statement of
of A/c for the last three years)
(b) Telephone Number of Banker

6. PAN/GIR No.
(Attach self-attested copy)

7. GST Registration No., if any
(Attach self-attested copy)

8. E.P.F. Registration Number, if any
(Attach self-attested copy)

9. E.S.I. Registration Number, if any
(Attach self-attested copy)

10. Financial turnover of the tendering Company/Firm/Agency for the last three Financial Years with documentary proof thereof. (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2015-16		
2016-17		
2017-18		

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11. Details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

Sl. No	Details of client along-with address, telephone and FAX numbers	Value of Contract (Rs. in Lakhs)	Duration of Contract	
			From	To
1.				
2.				
3.				

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

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

Date:
Place:



Signature of authorized person

Name:
Seal:

DECLARATION

1. I, _____ Son/Daughter/wife of Shri _____ signatory of the agency/firm mentioned above, am competent to sign this declaration and execute this tender document:
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
3. My agency has not been blacklisted/debarred from participating in tender of any Ministry/Department of Government of India and Government of India undertaking in the last Three Years.
4. 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 authorized person (s)

Date:
Place:

Full Name:
Seal:

APPLICATION - FINANCIAL BID

For providing services for attending to the job of Multi-Tasking Staff in semi-skilled category to the Ministry of Road Transport & Highways.

1. Name of tendering Company/Firm/Agency: _____
2. Details of Earnest Money Deposit: Rs.500000/- (Rupees Five Lakhs Only) D.D/P.O. No. & Date:
Drawn on Bank: _____
3. All MTS deployed in this Ministry for providing services will be paid their wages on monthly basis by the Company/Firm/Agency through individual bank accounts opened at Syndicate Bank, Transport Bhawan and the photocopies of disbursed cheque/documents, along with proof of receipt thereof by the workers will be submitted to this Ministry before the end of each month. Ministry shall verify the actual payment of statutory payments periodically and if not satisfied shall withhold the payments due to the service provider in addition to other legal action.
4. If a firm quotes "NIL" charges/ consideration, the bid shall be treated as unresponsive and will not be considered.
5. Rates for semi-skilled workers will be in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi and other by-laws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.). The rates per person per month for the following items be quoted:

Sl. No.	Component of Rate	Rate per person per month (Rs. in figures)
A.	Gross Rate	
1.	Daily Wage rate including existing Dearness Allowance (in accordance with Minimum Wages Act, 1948) in respect of Multi-tasking Staff in semi-skilled category	Not to be quoted by the bidder: would be paid as per Minimum wage rate fixed by Govt. of NCT of Delhi from time to time.
2.	Employees Provident Fund (EPF)	Not to be quoted by the bidder: would be paid as per Rule framed by EPFO from time to time.
3.	Employees State Insurance (ESI)	Not to be quoted by the bidder: would be paid as per Rule framed by ESIC from time to time.
4.	GST Liability	Not to be quoted by the bidder: would be paid as per Rule framed by Customs & Excise department from time to time.
5.	Firm's Administrative/ Service Charges** (in Rs. Per person per month). Charges quoted in %age will not be accepted.	Service provider is advised to quote administrative charges as minimum 3% of the minimum wages (including DA) per person as prevailing on the closing date excluding EPF, ESI and GST etc. failing which the vendor will be considered ineligible. <u>Quotes for administrative charges must be submitted in rupees, in whole numbers mentioned clearly in words and figures.</u> If there is difference in quoting the amount in words and figures then the amount quoted in words would prevail. Service providers who offers services at administrative charges less than 3% will be out rightly rejected.

Date:
Place:

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Signature of authorized person
Full Name:
Seal:

Notes:

1. The amount so quoted should also include liabilities like expenses towards their day to day stationery/administrative work/duties.
2. The rates quoted by the tendering company should be inclusive of all statutory/ taxation liabilities in-force at the time of entering into the contract.
3. The payment shall be made on the conclusion of the calendar month only on the basis of duties performed by each person during the month.
4. The total emoluments of the MTS shall be payable on the basis of minimum wages fixed by the Government of NCT of Delhi plus obligatory payment towards EPF/ ESI / GST, etc as applicable from time to time.
5. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.
6. Amount deducted from the bill/claim for the days of absence in a month shall be as per the approved Minimum Wage rate per day per person of Govt. of NCT of Delhi or as fixed by the Ministry and proportionate Administrative Charges quoted by the bidder.
7. The duty hours of Multi Tasking Staff (MTS) will be from 9.00 AM in the morning and in evening the leaving time would be 5.30 pm or the time when officers leave office after 5.30 pm whichever is later.
8. **Overtime Wages (OTW)** shall be allowed only before 0900 hrs or after 1730 hrs on all working days. OTW will be given for complete ½ hours i.e. (30 minutes) and multiple of ½ hours. The OTW for less than 30 minutes separately for morning hour and evening hour will not be given.
Overtime Wages (OTW) for any time as required by the concerned officer on Saturday/Sunday/Govt. holidays will be given only after the approval of competent authority with the reason for urgency of extra hours duty on holidays given in writing by the concerned officers.
9. 8 days leave will be given to outsourced staff in one year. The leave will not carry forward for second year.

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Terms and conditions of contract

General

1. The contract may be further extended, with the approval of the Competent Authority, for a period of 1 (one year), if the work of the Manpower Companies/Firms/Agencies is found satisfactory during the first year, on the same terms and conditions or with some addition/deletion/modification mutually agreed upon by the successful service providing Company/Firm/Agency and Ministry of Road Transport & Highways.
2. The contracting Company/Firm/Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Ministry.
3. The Ministry, at present, is in requirement of manpower on urgent basis. The requirement of the Ministry may increase or decrease during the period of initial contract also and the tenderer would have to provide additional manpower, if required on the same terms and conditions.
4. The tenderer will be bound by the details furnished by him/her to this Ministry, while submitting the tender or at subsequent stage. In case, any document 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.
5. The Ministry of Road Transport & Highways reserves right to terminate the contract during initial period also after giving three days' notice to the contracting agency in case of breach of terms of contract.
6. Duly authorized representative of Bidders will be allowed to participate in the bidding process on the production of authorization letter.
7. Ministry of Road Transport & Highways may ask the documentary evidence in respect of payment of statutory liabilities as and when required.
8. Service provider will pay the minimum wages to the persons deployed through individual bank accounts opened at Syndicate Bank, Transport Bhawan, New Delhi.
9. The service provider will provide the Multi-tasking Staff (MTS), two pairs of Uniforms in summer and two pairs of uniforms along with two sweater (one without sleeves and one full sleeves) in winter as specified by the Ministry within 15 days of deployment/ specification, whichever later. **The cost of uniform up to Rs. 3000/- per person per year will be borne by Ministry of Road, Transport & Highways.** The service provider is responsible for assuring that all the casual labours engaged in the Ministry wear the proper uniform in the office premises.
10. Whenever minimum wage is revised by the Government of NCT of Delhi, the rate in the contract and the consequential statutory payments shall automatically get revised accordingly.
11. Ministry shall verify the actual payment of statutory payments periodically and if not satisfied shall withhold the payments due to the service provider in addition to other legal action.
12. Except Administration Charges, no other amount in any form even from candidates should be payable to the contractor. If any complaint in this regard is received, then Ministry of Road Transport & Highways reserves the right to terminate the contract.

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LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED.

13. The contracting agency shall ensure that the individual manpower deployed in the Ministry of Road Transport & Highways is physically fit to discharge duties of Multi-tasking Staff.

14. This Ministry is a Central Government Office and has five days working (i.e. Monday to Friday) in a week from 9.00 Am to 5.30 PM with a lunch break of ½ hour from 1.00 PM to 1.30 PM. Besides, the Ministry also observes the Gazetted holidays notified by the Government of India from time to time. **The manpower, however, may be required to attend the office on Saturdays/Sundays/Gazetted holidays or attend office before/after office working hours also in the exigencies of work for which this Ministry will make payment on pro rata basis. Overtime Wages (OTW) shall be allowed only before 0900 hrs or after 1730 hrs on all working days. OTW will be given for complete ½ hours i.e. (30 minutes) and multiple of ½ hours. The OTW for less than 30 minutes separately for morning hour and evening hour will not be given. Overtime Wages (OTW) for any time as required by the concerned officer on Saturday/Sunday/Govt. holidays will be given only after the approval of competent authority with the reason for urgency of extra hours duty on holidays given in writing by the concerned officers.**

15. The contracting Company/Firm/Agency shall furnish the following documents in respect of the individual manpower who will be deployed by it in this Ministry before the commencement of work

- a. List of persons deployed.
- b. Bio-data of the persons.
- c. Self-attested copy of matriculation certificate containing date of birth;
- d. Certificate of verification of antecedents of persons by local police authority.
- e. Identity Cards bearing photograph.
- f. The copy of Police verification.

16. The contracting Company/Firm/Agency should also furnish the details of court case/ litigation matter, if any, pending against them in any court/ tribunal within the jurisdiction of NCT of Delhi.

17. In case the persons employed by the successful Company/Firm/Agency commits any act omission/Commission which amounts to misconduct /indiscipline/incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary/legal action against such persons, including their removal from site of work, if required by the Ministry.

18. The tendering Company/Firm/Agency shall replace immediately any of its personnel who are found unacceptable to this Ministry because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of this Ministry.

19. The person deployed shall be required to report for work at 9.00 AM to Under Secretary (Estt.-I)/Section Officer (Estt. I) daily and would not leave before 5.30 PM. In case, person deployed is absent on a particular day or comes late/leaves early on three occasions, one-day wage shall be deducted. **The outsourcing staff employed can avail 8 days' leave per year**

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which can be accumulated up to the end of the calendar year. However, they are not eligible to encash the leave accumulated. The Manpower agency/ Service agency shall ensure that these leave benefits are available to the outsourcing staff and there should be no occasion for any complaint from the staff.

20. The selected agency shall immediately provide a substitute in the event of any person absenting from duty on any day or leaving the job due to personal or other reasons. The delay by the agency in providing a substitution beyond three working days shall attract a pre-estimated agreed liquidated damages @ Rs.200/- per day on the service-providing agency.

21. The agency shall depute a coordinator who would be responsible for immediate interaction with the Ministry of Road Transport & Highways so that optimal services of the persons deployed by the agency could be availed without any disruption.

22. It will be the responsibility of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Ministry and this Ministry will have no liability in this regard.

23. For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of MTS so employed in the Ministry. The persons deployed by the agency in the Ministry shall not have any claims of Master and Servant relationship nor have any principal and agent relationship with or against the Ministry of Road Transport & Highways. They shall in no case be entitled for claiming regularization/employment in the Ministry of Road Transport & Highways on the basis of having rendered services through the contractor.

24. The Service-providing Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. This Ministry shall, in no way be responsible for settlement of such issues whatsoever.

25. This Ministry shall not be responsible for any damages, losses, claims, financial or injury to any other person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

26. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this Ministry during the currency or after expiry of the contract.

27. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim or any absorption nor for any relaxation for absorption in the regular/otherwise capacity in the Ministry of Road Transport & Highways.

LEGAL

28. The tendering agency will be responsible for compliance of all statutory provisions relating to minimum wages, Service tax, Provident Fund and Employees State Insurance etc., if applicable in respect of the persons deployed by it in this Ministry. A compliance certificate in this regard will be submitted at the time of submitting monthly bills for payment.

29. The tendering agency shall make payment of minimum wages to the persons deployed by 5th of every month of his/her contractual employment, and shall submit the monthly bill along with statutory payment receipts to the Ministry by 10th of every month.

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30. In case the tendering agency fails to make payment of minimum wages to the persons deployed till 10th of every month, the firm shall be charged penalties @ of Rs. 1000/- per day from 11th to 15th of the month and @ of Rs. 2000/- per day from 16th day onwards. The amount of penalties so imposed shall remain the deciding criteria for further evaluation/ consideration of extension of contract period.

31. The tendering agency shall also liable for depositing any taxes, levies, Cess etc. on account of service rendered by it to the Ministry of Road Transport & Highways to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

32. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this Ministry or any other authority under law.

33. The Tax at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Ministry.

34. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Ministry is put to any loss/obligation, monetary or otherwise, the Ministry will be entitled to get reimbursed itself out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

FINANCIAL

35. The Technical bid should be accompanied with earnest Money Deposit (EMD), refundable, of Rs.5,00,000/- (Rupees Five Lakh only), in the form of Demand Draft/Pay Order of Nationalized Bank drawn in favor of Pay & Accounts Officer (Sectt.), Ministry of Road Transport & Highways, New Delhi failing which the tender shall be rejected out rightly.

36. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/Financial Bid (Second Stage) shall be returned to them without any interest. However, the EMD in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. Further, if agency fails to deploy required number of manpower against the initial requirement within 5 days from the date of placing the order, the EMD shall stand forfeited without giving any further notice.

37. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the Ministry besides annulment of the contract.

38. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by Under Secretary (Establishment-I)/Section Officer (Establishment-I) in respect of the persons deployed and submit the same to the Director (Establishment)/Under Secretary (Establishment-I) in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month. The payment to the manpower should be made by the agency through individual bank accounts opened at Syndicate Bank, Transport Bhawan and the photocopies of disbursed cheque/documents, along with proof of receipt thereof by the workers will be submitted to this Ministry before the end of each month. Ministry shall verify the actual

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payment of statutory payments periodically and if not satisfied shall withhold the payments due to the service provider in addition to other legal action.

39. The amount of pre-estimated agreed liquidated damages calculated @ Rs.200/- per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service providing Company/Firm/Agency in the following month.

40. In case of revision of rates prescribed by the appropriate authority as minimum wage, revision of rates to the extent of increase/decrease in the minimum wage may be allowed by this Ministry.

41. The Ministry of Road Transport & Highways reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

42. The agency is bound to pay bonus as per the payment of Bonus Act, 1965 to the manpower outsourced in this ministry.



(Rajesh Malik)
Under Secretary to the Government of India
Ministry of Road, Transport & Highways
Transport Bhawan, 1, Parliament Street, New Delhi-110001
(Tel: 011-23717379)

BID OPENING PROCEDURE

1. The Technical Bids shall be opened online in the presence of such bidders who may wish to be present or their representatives.
2. The financial bids of only those bidders whose Technical Bids are qualified, shall be opened by the committee. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.
3. Absence of bidder or their representative shall not impair the legality of the opening procedure.
4. After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidders meets the minimum eligibility criteria as specified in the Tender Document.
5. The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, time and venue remaining unaltered.

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CLARIFICATION ON TECHNICAL BID EVALUATION

1. Evaluation of Technical Bids:-

- 1.1 Bids received and found valid will be evaluated by the Technical Bids evaluation committee to ascertain the adequate bids for the complete work/services under the specification and documents. The bidder should take enough care to submit all the information sought in the desired formats. The bids are liable to be rejected if information is not provided in the desired formats. Ministry has a right to accept or reject any or all bids without assigning any reason.
- 1.2 The technical bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and Comparison of the bids, and qualification of the bidders, the Ministry may, at his discretion, ask any bidder for a clarification of its Bid. Any clarification submitted by a bidder which is not in response to a request by the Ministry shall not be considered. The Ministry's request for clarification and the response shall be in writing.
- 1.3 If a bidder does not provide clarification of its bid by the date and time set in the Ministry request for clarification, its bid may be rejected.
- 1.4 Ministry also reserves right to seek confirmation/clarification from the issuing agency, on the supporting documents submitted by the bidder.



TECHNICAL BID EVALUATION

1. The client shall follow two bid systems where the technical bid and financial bid shall be evaluated separately.
2. The evaluation of tenders shall be done on weightage with 70% to technical evaluation and 30% to financial evaluation.
3. The Technical Bid evaluation shall be done based on the following criteria:
4. During the technical evaluation stage, each bidder shall be assigned different Marks out of a total of 100 marks, as per the criteria specified below:

(i) Number of years of providing Manpower **Max 20 Marks**

- | | |
|---|----------|
| (a) 3 to 5 years | 10 Marks |
| (b) 5 to 10 years | 15 Marks |
| (c) More than 10 years, 15 marks +1 mark for each additional year beyond 10 years | 20 Marks |

(ii) Number of similar nature of work costing Rs 60 lac or above completed satisfactory **Max 25 Marks**

- | | |
|---|----------|
| (a) 1 to 3 nos. | 15 Marks |
| (b) 4 to 6 nos. | 20 Marks |
| (c) More than 6 nos. 20 marks + 1 mark for each additional work beyond 6 nos. | 25 Marks |

(iii) Turnover (Last Financial Year) **Max 25 Marks**

- | | |
|--|----------|
| (a) 1 to 10 Crore | 15 Marks |
| (b) 10 to 100 Crore | 20 Marks |
| (c) More than 100 Cr, 20 marks + 1 mark for each additional 100 Cr beyond 100 Cr | 25 Marks |

2. Mark

(iv) Number of Manpower on rolls

Max 15 Marks

(a) Upto 500

05 Marks

(b) 500 to 1000

10 Marks

(c) More than 1000, 10 marks + 1 mark for each additional 100 nos beyond 1000 nos

15 Marks

(v) Quality Related Marks

Max 15 Marks

(a) ISO 9001

05 Marks

(b) ISO 14001: 2004

05 Marks

(c) OHSAS 18001: 2007

05 Marks

5. A Bidder should secure mandatorily a minimum of 50 Marks out of total 100 Marks as per Technical Bid Evaluation in order to be a qualified bidder for being eligible for technical weightage and subsequently opening of financial bids.

6. The total marks obtained by a Bidder in the Technical Bid shall be allocated 70% of weightage and the financial bids shall be allocated 30% of the weightage, and thereby making a total of 100% weightage for the complete bidding.

Illustration 1(for Technical Weightage) if a Bidder has secured 80 marks out of the total 100 marks in technical evaluation, his technical evaluation value shall be:56 i.e. (80 x 70%)

1. The bidder who qualified in the technical evaluation stage shall only be called for opening of financial bids. Ministry shall intimate the bidders, the time/venue for the financial Bid opening in written communication/fax Intimation/email communication.

2. Note

FINANCIAL BID OPENING PROCEDURE

1. The Financial Bids will be opened online of all the technically qualified bidders on the appointed date and tie in presence of the qualified bidders/ their authorized representatives, who choose to be present at the time of opening of the financial bids in the Ministry of Road Transport & Highways.

1.2 Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the lowest bidder to claim the he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in Technical/ Financial bid evaluation.

FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER

1. The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.

2. For the purpose of deciding L1, L2 ... etc. in the financial bids, the total cost will be arrived by adding cost of manpower excluding (EPF/ESI/GST) etc. as given in the Schedule (Financial Bid).

3. The bidder with the lower Bid Prices (L1) shall be assigned full 30 Marks (i.e 30%x100) and his total scores of the bid shall be as per

Illustration 2 if the Bidder at Illustration 1 is L-1 Bidder and quoted Rs.100/- for being L-1, then his total value shall be 86 i.e. (56 Technical Value +30 Financial Value)

The financial scores of the other bidders (i.e. L-2, L-3.... so on) shall be compared as under and as explained at Illustration 3 below:

$$30 \times \text{Lowest Value (L-1Price)}/\text{Quoted Value (L-2 or L3.)}$$

Illustration 3 If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs.125, therefore 30% being the weighted value, the financial scores for L-2 shall be computed as under

$$30 \times (\text{Lowest prices by L1})/ 125 (\text{quoted price by L2}) = 24 (\text{Financial Score})$$

Therefore L-2 Bidder shall have total value of 80 (56 Technical Value + 24 Financial Value)

4. The Bidders ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation

5. The Bidder meeting the minimum eligibility criteria and with the highest marks/Rank (i.e. the total of technical evaluation marks and financial evaluation marks) shall be deemed as be the successful bidder and shall be considered eligible L-1 bidder for further process.

6. If there is a discrepancy between words and figures, the amount in words shall prevail.

7. If the bidders get the same marks (total marks out of 100) the L1 bidder shall be finalized on the basis of marks obtained in Technical Bid Evaluation.

8. Method of lottery system will be used if this Ministry is not able to finalize the L1 bidder through procedure mentioned in point 7 above.

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NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

1. After determining the successful bidder after evaluation, the client shall issue a Letter of Acceptance (LoA) in duplicate, which will return one copy to client duly acknowledged, acceptance and signed by the authorized signatory, within three (3) days of receipt of the same by the successful bidders.
2. The issuance of the letter of Acceptance to the bidder shall constitute an integral part and it will be binding to the contractor.

COMMENCEMENT OF SERVICES

The contract shall become legally binding and in force only upon:

1. Submission of Performance Security Deposit.
2. The contractor shall commence services at Ministry of Road Transport & highways, Transport Bhawan, New Delhi-110001 within (10) days from the date of receipt of Notice to proceed.

TERMINATION

This contract may be terminated by either party by giving written notice to the other if:

1. The other party is in material breach of its obligation under this agreement and/or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or
2. The contract may be terminated forthwith by the client by giving written notice to the contractor, if:
 - (i) In case of breach of any of terms and conditions of the contract by the contractor, the Competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof and nothing will be payable by the client in that event and the Performance Security Deposit in the form of Fixed Deposit Receipts shall be forfeited and encashed.
 - (ii) The contractor does not provide housekeeping services satisfactorily as per the requirements of the client or/ and as per the Schedule of Requirements.
 - (iii) The contractor goes bankrupt and becomes insolvent.

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