



भारत सरकार

GOVERNMENT OF INDIA

पेट्रोलियम तथा विस्फोटक सुरक्षा संगठन

Petroleum and Explosives Safety Organisation (PESO)

पूर्व नाम – विस्फोटक विभाग (Formerly- Department of Explosives)

“ए-ब्लॉक, पाँचवा तल, केन्द्रीय कार्यालय परिसर

“A” Block, 5th Floor, CGO Complex,

सेमिनरी हिल्स, नागपूर - 440 006 (महा)

Seminary Hills, Nagpur- 440006 Maharashtra

Phone- 0712-2510248, 2512096; Fax: 2510577

TENDER FOR

SUPPLY OF UNSKILLED WORKERS FOR HOUSEKEEPING & MISCELLANEOUS OFFICE WORK

*for the period of one year
from 01-Apr-2017 to 31-Mar-2018*

NOTICE INVITING TENDER

Online tenders in two bid system are invited on the website of Central Public Procurement Portal i.e. <http://eprocure.gov.in/eprocure/app> (hereinafter called as CPP Portal), from Service Providers/Labour Contractors having Digital Signature Certificate (DSC) issued by any agencies authorized by Controller of Certifying Authority (CCA), Govt. of India, for providing followings:--

Particulars	Tender Fee (Rs.)	Earnest Money Deposit (EMD) (Rs.)
<u>Contract for supply of 8 nos. of Unskilled Workers for Housekeeping & Miscellaneous Office Work at this office for the period from 01-Apr-2017 to 31-Mar-2018</u> , from well established and Registered Service Providers / Labour Contractors *	1,000/-	25,000/-

* The no. of unskilled workers may be increased or decreased depending on the requirement of this office by giving one week prior notice to the Service Provider / Labour Contractor.

Important dates		
Sr No	Particulars	Date and time
1	Document Download Start Date	At 2 PM on 18-Jan-2017
2	Seek Clarification Start Date	At 2 PM on 19-Jan-2017
3	Seek Clarification End Date	Up to 1.30 PM on 27-Jan-2017
4	Bid Submission Start Date	At 9 AM on 28-Jan-2017
5	Bid Submission Closing Date	Up to 6 PM on 10-Feb-2017
6	Bid Opening Date	At 03.00 PM on 13-Feb-2017

Please note that online submission of the tender will be through Central Public Procurement Portal (CPP Portal) i.e. www.eprocure.gov.in only. Manual/Offline bids will not be accepted.

Tenders without Tender Fee & EMD shall be rejected. Firms registered with DGS&D/NSIC/MSME (For the subject services) are exempted from payment of EMD and tender fee.

Note: - Any updates, Corrigendum, etc. against the above tender shall be published on this organisation website peso.gov.in and CPP portal only. Those shall not be published in any other newspaper or media.

Chief Controller of Explosives

TENDER FORM

Tenders should be submitted in TWO COVER SYSTEM as detailed below.

COVER -1	Tender Fee & EMD	(i) Tender Fee as per Clause No. A(1) below OR Copy of valid certificate as per Clause No. A (4).
		(ii) Earnest Money Deposit (EMD) as per Clause No. A(1) below OR Copy of valid certificate as per Clause No. A (4).
	Technical Bid	(i) All required documents as per TECHNICAL BID DOCUMENTS section below to be submitted in PDF format*
		(ii) Acceptance letter to the Scope of Work and all Terms & Conditions mentioned in the Tender Form in a prescribed format as given below.*
COVER - 2	Financial Bid	Online Price Bid on CPP Portal in .xls format only*

** all the above documents are required to be signed digitally using a valid DSC.*

Definitions:-

1. **PESO**: The Office of the Chief Controller of Explosives, Petroleum and Explosives Safety Organisation (PESO), "A" Block, 5th Floor, CGO Complex, Seminary Hills, Nagpur- 440006, Phone- 0712-2510248, 2512096; Fax: 2510577
2. **Service Provider**: The successful L-1 bidder to whom this Tender/Contract will be awarded.
3. **CPP Portal**:- Central Public Procurement Portal of Government of India whose URL is <https://eprocure.gov.in/cppp/>
4. **Unskilled Workers / Labourers / Workforce / Contract Workers** :- The labourers deployed at PESO by the Service Provider under this contract.
5. **PDF**:- The Portable Document Format (PDF) is a file format used to present documents in a manner independent of application software, hardware, and operating systems developed by Adobe Systems.

(A) COVER-1: TENDER FEE AND EMD

1. Tender Fee (Non-refundable) of Rs.1000/- & EMD of Rs.25,000/- should be submitted offline in physical form of Demand Draft of any Nationalized/Scheduled Banks, drawn in favour of **Chief Controller of Explosives** payable at **Nagpur**. These should reach this office on or before Up to 6 PM on 10-Feb-2017 by Post/Courier/by-hand in a sealed envelope clearly super-scribing on it "**TENDER FEE & EMD against e-tender no A-12012/1/2017-PESO due for opening on 13-Feb-2017**". This Organisation will not be responsible for any postal/transit delay.
2. Scanned copies of Demand drafts pertaining to Tender Fee & EMD as above should be uploaded on the CPP Portal along with covering note.
3. Tender fee & EMD, as above, should be submitted in *separate* Demand Drafts.
4. Firms registered with the Central Purchase Organisation (DGS&D), National Small Industries Corporation (NSIC) or the concerned Ministry or Department are exempted from payment of EMD and Tender fee. For availing this exemption, firm should upload digitally signed PDF copy of valid DGS&D / NSIC / Ministry certificate on the CPP Portal.

(B) COVER-1: TECHNICAL BID DOCUMENTS

Bidder is required to fulfill all the below criterion with documentary evidence. Digitally signed PDF document in support of each item in table below should be uploaded on the CPP Portal. **If any of the below criterion is not supported with documentary evidence, that shall make the bidder disqualified in Technical Bid and in such case its Financial/Price Bid will not be opened.**

Sr no	Particulars	Remarks
1	Name of the Company/Firm & Address	Legal firm name, Complete Postal Address, Phone number, Fax number , Email address and an Authorised Person's details (Name, mobile no. , email ID) should be uploaded on a company letter head.
2	Registration Certificate	Any one of the following should be submitted. <ol style="list-style-type: none"> 1. Registration Certificate under the Shop & Establishment Act of the State Or 2. Certificate of Incorporation, Memorandum and Article of Association from Registrar of Companies, in case of Limited / Private Limited Company Or 3. Byelaws and Certificates of Registration in case of registered Co-operative Societies Or 4. Registered/Notarial Partnership Deed, in case of Partnership Firm

3	EPFO Registration Code number	Submit documentary evidence
4	ESIC Registration Code number	Submit documentary evidence
5	Paid challans of EPF & ESIC for last 6 months	Submit documentary evidence
6	Copy of ECR (Electronic Challan cum return) / detail list of Employees for whom PF contributed	Should be for minimum 50 Employees
7	ISO 9001 Certificate (optional)	Submit documentary evidence with validity
8	Service Tax Registration Code Number	Submit documentary evidence
9	PTRC & PTEC Certificates (Professional Tax Registration Certificate and Professional Tax Enrollment Certificate).	Submit documentary evidence
10	PAN Card Registration no.	Submit documentary evidence
11	Income Tax returns filed for last 2 years	Submit documentary evidence
12	Certificate of Registraion in Form-II (Labour Licence) under the Contract Labour (Regulation and Abolition) Act, 1970	Submit documentary evidence
13	Audited balance sheet for last 2 years certified by CA	Submit documentary evidence
14	Experience of similar works in Government Offices/ PSUs during last 3 years.	Submit Certificates/Letters from Govt. Offices/PSUs
15	Complete Bank Account Details for making electronic payment by RTGS/NEFT.	Bank account number, address, IFSC/MICR code of the bank. PESO will make payment electronically in this bank account.

(C) COVER-1: Acceptance Letter To All Terms & Conditions of this Tender Form

To be given on Company LetterHead

Date:-

To,

The Chief Controller of Explosives
Petroleum & Explosives Safety Organisation (PESO)
A-Block, 5th floor, CGO Complex, Seminary Hills,
Nagpur-440006

Sub: Acceptance to all the Terms & Conditions of the tender no. A-12012/1/2017-PESO dated 18-Jan-2017.

Name of Tender/Work :- Contract for supply of 8 nos. of Unskilled Workers for Housekeeping & Miscellaneous Office Work at PESO from 01-Apr-2017 to 31-Mar-2018.

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned Tender from the web site <http://eprocure.gov.in/cppp/> as per your advertisement.
2. I/We hereby certify that I/We have read entire terms and conditions of the tender documents (including all documents annexed to the Tender).
3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting the acceptance letter.
4. I/We hereby unconditionally accept all the tender conditions of above mentioned tender document (s)/corrigendum (s) in its totality/entirely.
5. I/We hereby vouch for authenticity and genuineness of all the documents uploaded by us on the Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) in order to participate in subject Tender.
6. In case any terms of the tender are found violated, Organization shall be at liberty to reject this tender/bid including the forfeiture of the full Earnest Money Deposit/Performance Security Deposit.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

(D) COVER-1: SCOPE OF WORK AND TENDER TERMS

Age:- Unskilled Worker's age should be more than 18 years and less than 45 years as on 01-Jan-2017

1. Scope of Work :-

Unskilled workers will have to perform housekeeping work in 'A'-Block and 'C'-Block office of PESO along with but not limited to various kinds of miscellaneous works as detailed below during office hours or as and when required by PESO.

- a) shifting of office belongings within the same building or from A-Block office on 5th floor to C-Block office on 1st floor of CGO Complex as and when required.
- b) work in the records section for handling files.
- c) work in any section of this office for file movement etc, housekeeping & other miscellaneous works.
- d) going to Post Office/Courier offices for any urgent delivery.
- e) moving of bills from Cash section in A-Block to the PAO in the C-Block
- f) attending office on holidays or Saturdays/Sundays as and when required
- g) performing above duties beyond office hours if required.

h) any other work as directed by Head of Office or any other Officer of PESO.

2. Period of Contract:-

- a) One year from **01/04/2017 to 31/03/2018**, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of workforce deployed, breach of contract terms, reduction or cessation of the work requirements etc. The contract shall automatically expire unless extended further by the mutual consent.
- b) The contract may be extended for a further period of one year if mutually agreed upon by both the parties on the same terms and conditions and wages.

3. Termination of Contract:-

The contract shall have provision for termination by either side with one month notice in writing. However, this clause shall not be applicable for the first three months period wherein PESO shall reserve the right to terminate the contract if performance of the Service Provider is not found satisfactory.

4. Bid Validity:-

The price quoted must be firm during the tenure of the contract and offer must remain open for acceptance minimum up to 120 days from the date of opening the tender. Offer with a validity of less than 120 days will be liable for rejection without any further reference.

5. Performance Security Deposit:-

Successful L-1 bidder will be required to submit a Performance Security Deposit of an amount of 7% of the **Annual** Contract value (price quoted by L-1 bidder) to ensure performance during the contract period. An EMD amount of Rs.25,000/- will be returned on receipt of this Performance Security Deposit.

Performance Security may be furnished in the form of an Account payee Demand Draft, drawn on any Nationalized/Scheduled bank in favour of "*Chief Controller of Explosives*" payable at *Nagpur* or a Bank Guarantee from a Commercial bank. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder.

6. Payment terms:-

- a) No advance payment will be made by PESO to the Service Provider. The payment will be released on monthly basis. The Service Provider shall submit monthly bill along with the requisite documents within one week of the completion of the month. Service Provider shall submit documentary evidence having deposited service tax in respect of all the contract workers at the end of every quarter. Service provider shall also submit a copy of paid challan as a documentary evidence towards the payment of EPF, ESI in respect of each contract worker deployed at PESO along with the monthly bill.
- b) The payment will be made in contractor's bank account by RTGS/NEFT.

7. Police antecedent verification Certificate:-

The contract workers deployed at PESO by the Service Provider should have to submit antecedent verification certificate issued by the competent police authority and also should be medically fit. These documents shall be given by the Service Provider at the time of deployment of the contract workers. Any replacement of contract workers shall be intimated to this office and all necessary information/ document shall be submitted in advance to this office about contract workers.

8. Compliance of statutory requirement:-

- a) The Service Provider must possess valid Labour Licence in Form-II under Contract Labour (Registration and Abolition) Act, 1970 and the Contract Labour (Registration and Abolition) Central Rules, 1971.
- b) The Service Provider shall strictly comply with all Central & State rules/regulations etc. as per the law in force, including but not limited to Contract Labour (R&A) Act, Workmen Compensation Act, Shops and Establishment Act, Employees Provident Fund Act, E.S.I Act, Minimum Wages Act and the Payment of Wages Act, O.M.s issued by DOPT, Ministry of Labourers & Public grievances and Pensions, Govt. of India, New Delhi, Income Tax, Service Tax or any other extra taxes levied by the Government. For any violation in this regard, the service provider shall be solely responsible without any liability to PESO.
- c) The timely payment of Employers' and Employees' contribution toward EPF & ESI at scheduled rates shall be the sole responsibility of the Service Provider. The Service Provider shall be responsible for the payment of wages and allowances of his deployed workforce and all statutory dues (EPF, ESI, etc.) to the workforce engaged by him for providing the manpower services. PESO shall in no way be responsible for any default with regard to any

statutory obligation related to the manpower deputed by the Service Provider.

- d) Whenever Minimum wages or Special allowance/Dearness allowance is revised, Service Provider will be obligated to fulfill the revision in such minimum wages/DA.
- e) Service Provider should transfer/deposit the wages in the Bank Account of the contract labourers.

9. General terms & conditions:-

- a) The Service Provider shall ensure deploying of labourers who are capable of performing the nature of work as prescribed above.
- b) The Service Provider shall provide complete bio-data along with educational certificates of all the contract workers deployed. Two Passport size photographs of each labourer will also be required to be submitted to this office.
- c) The labourer, once approved for the service, shall not be changed without the prior concurrence of PESO.
- d) The labourers engaged shall attend for duties by making their own transport arrangement and PESO shall not pay any conveyance charges.
- e) The labourers deployed shall report for duty at 9.15 am and work up to 6 pm; Monday to Friday on a regular basis and on Saturday/Sunday or on Closed holiday if required.
- f) The labourers reporting for work shall sign the attendance register maintained by PESO duly indicating arrival and departure time regularly and shall be used to cross-check the monthly bills submitted by the Service Provider for payment.
- g) The labourers deployed are not authorized to communicate any official information they may come across during & after their working period in PESO.
- h) The Service Provider shall be solely responsible for any theft, pilferage or misbehaviour committed by any of his labourers at PESO. In case, the labourers employed by the Service Provider commits any act of Omission / Commission that amounts to misconduct / indiscipline / incompetence, the Service Provider shall intimate the same to this office & be liable to take appropriate disciplinary action against such labourers including their removal from PESO.
- i) The Service Provider shall replace any of its labourers who are found unacceptable to this office because of security risks, incompetence, conflict of interest, improper conduct, and improper performance or for any other reasons, immediately upon receiving written notice from this office.

- j) The Service Provider shall provide a substitute labourers well in advance if there occurs any probability of the labourers quitting the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider. The Service Provider will provide substitute worker in absence of regular contract worker.
- k) The Service Provider shall be bound by the details furnished by him/her to this office while submitting the tender or at subsequent stage(s). In case, any of 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 the contract.
- l) The Service Provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency. However, in extreme cases, if it is essential to do so, it shall be done only with the prior written consent from this office.
- m) The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with this office so that optimal services of the labourers deployed by them could be availed without any disruption.
- n) The workforce deployed by the Service Provider at PESO shall neither have any claims whatsoever of MASTER and SERVANT relationship nor have any PRINCIPAL and AGENT relationship with or against PESO.
- o) For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Labour Legislations in respect of workforce so employed and deployed at PESO.
- p) In case of termination of this contract on its expiry or otherwise, the workforce deployed by the Service Provider shall not be entitled to and shall have no claim whatsoever for any kind of regular employment in PESO.
- q) The Service Provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to workforce deployed. PESO shall, in no way, be responsible for settlement of such issues whatsoever.
- r) PESO shall not be responsible for any damages, losses, claims, financial or other injury to any workforce deployed by Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
- s) Service Provider shall be responsible for the safety of their workforce deployed at PESO. In case of any accident/injury/loss to any of its staff while at PESO, the Service Provider shall undertake the responsibility for their medical treatment, compensation etc., as required under the law.

10. Liquidated Damages For Absentees And Failure of Performance:-

- a. In case of absence of deployed labourers, substitutes will be provided by contractor without any additional liability to PESO.
- b. In case of absence of deployed labourers, in addition to non-payment of salaries for the days of absence, an amount of Rs. 10/- per man-day of absence shall be deducted towards liquidated damages, but not as a penalty from the bills of the agency.
- c. The total amount of liquidated damages in this regard shall be subjected to maximum of 5% (five percent) of the annual contract value.

11. Force Majuere:-

- a. Neither PESO nor Service Provider shall be liable for failure to meet contractual obligations due to Force Majuere.
- b. Force Majuere impediment is taken to mean unforeseen events, which occur after commencement of this contract, including but not limited to strikes, blockade, war, mobilization, revolution or riots, natural disaster, acts of God, in so far as such as event prevents or delays the contractual party from fulfilling its obligations.
- c. In case the Force Majuere conditions continue for more than 60 days, both parties shall discuss the effect of such conditions on the agreement and mutually decide the course of action to be followed.

12. Arbitration Clause :-

On the aspects where these terms & conditions are silent or for cases relating to deviation from these terms & conditions, efforts would be made to resolve the issues through mutual dialogues and consultations between PESO and the Service Provider. If such a resolution is not possible then the unresolved disputes and differences shall be referred to the Chief Controller of Explosives/HOD of PESO. The decision of the Chief Controller of Explosives/HOD of PESO, who will act as an Arbitrator, will be final and binding on the both the parties.

(A) COVER-2: FINANCIAL BID (Bill of Quantity/BoQ document)

Financial bid is to be uploaded in an Excel (.xls) file format as provided with this Tender form on the CPP Portal with digital signature. Please note that only Bidder name in cell B8 and price quote in cell M14 are to be filled in this file.