

Petroleum & Natural Gas Regulatory Board

New Delhi, dated: 10th May 2018

TENDER DOCUMENT

For providing Data Entry Operator, Messengers/Peons, Housekeeping Staff to the Petroleum Natural Gas Regulatory Board (PNGRB) on outsource basis.

LAST DATE AND TIME FOR SUBMISSION OF DOCUMENTS: - 02:00 P.M. on 31st May 2018

DATE AND TIME FOR OPENING OF 'TECHNICAL BID' OF TENDER DOCUMENTS: - 3:00 P.M. on 31st May 2018

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(R. K. Jain)
Jt. Adviser (RKJ)

Petroleum & Natural Gas Regulatory Board

New Delhi, dated: 10th May 2018

TENDER NOTICE

To,

PNGRB Website / Upload at CPP Portal

For the Registered Service Provider Agency/Firm with local office at New Delhi

Subject: For providing Data Entry Operator, Messengers/Peons, Housekeeping Staff to the Petroleum Natural Gas Regulatory Board (PNGRB) on outsource basis.

I am directed to state that PNGRB is interested in having a contractual arrangement with a suitable placement agency for providing Data Entry Operator, Messengers/Peons, Housekeeping Staff on outsource basis for day-to-day official work.

2. Tenders are invited under two-bid system i.e. **Technical and Financial Bid** from reputed, experienced and financially sound Manpower Companies/Firms/Agencies for providing Data Entry Operator, Messengers/Peons, Housekeeping Staff to PNGRB on outsource basis for a period of **one year**, from date of award of contract, which is extendable for a further period of one year. Number of Data Entry Operator, Messengers/Peons, Housekeeping Staff requirement may vary from time to time on the discretion of the Department.

3. The complete Tender document with scope of work and terms and conditions can be downloaded from the website of Petroleum and Natural Gas Regulatory Board Portal i.e. www.pngrb.gov.in.

4. Tender document fee (non-refundable) of Rs.1,000/- (Rupees One thousand only) is to be paid in the form of Demand Draft / Pay Order drawn in favour of Petroleum and Natural Gas Regulatory Board payable at New Delhi, at the time of submission of tender.

5. The interested bidders may submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) of **Rs.1,50,000/- (Rupees one lakh fifty thousand only)**, and other requisite documents of their technical bids as listed in para 8 of “Scope of work and general instructions for tenderers” **in duly sealed envelope to the office of PNGRB 1st Floor World Trade Centre Building, Babar Road, New Delhi 110001.**

5. Technical Bids will be considered valid only in those cases where Pre-Qualification criteria is fulfilled. Bids where Pre-Qualification Criteria is not fulfilled will be considered irresponsive bids and those bids will not be considered for further evaluation. Financial bids will be evaluated only in case of those bidders whose technical bids are found qualified. The last date and time for receipt of technical/financial bid alongwith EMD is 02:00 P.M. on 31st May 2018. No tender shall be entertained after this deadline under any circumstances whatsoever. The Technical Bid of tenders will be opened at 3:00 PM on 31st May 2018.

6. PNGRB 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 PNGRB in this regard shall be final and binding on all.

Encl. as above

(R. K. Jain)
Jt. Adviser (RKJ)

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. Petroleum Natural Gas Regulatory Board (PNGRB), 1st Floor, World Trade Centre, Babar Road, New Delhi 110001 requires reputed, well established and financially sound bidders to provide Data Entry Operator, Peons/Messenger and Housekeeping Services to its Officers.

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 for another year or curtailed/terminated at any time depending upon requirement of PNGRB.

3. PNGRB has requirement for services of Data Entry Operator, Messengers/Peons & Housekeeping Staff who are well trained. The requirement of the PNGRB may increase or decrease during currency of contract. The tentative requirement of manpower is given below :-

Data Entry Operator	:	9 Nos.
Peons/Messengers	:	11 Nos.
Housekeeping Supervisor	:	1 No.
Housekeeping staff	:	4 Nos.

4. The various crucial dates relating to “Tender for Providing Data Entry Operator, Messengers/Peons & Housekeeping Staff to Petroleum and Natural Gas Regulatory Board.

(a) **Last date and time for submission of Quotation (Technical & Financial) : 02:00 PM on 31st May 2018**

(b) **Date and time for opening of Technical Bids: 3:00 PM on 31st May 2018**

5. The Technical Bid and Financial Bid. The interested agencies are required to submit the **in two separate envelopes superscribing : -**

(i) **“Technical Bids For providing Data Entry Operator, Messengers/Peons, Housekeeping Staff to Petroleum Natural Gas Regulatory Board**

&

(ii) **“Financial Bid For providing Data Entry Operator, Messengers/Peons, Housekeeping Staff to Petroleum Natural Gas Regulatory Board**

6. The Earnest Money Deposit (EMD) of Rs.1,50,000/- (Rupees one lakh fifty thousand), refundable (without interest) should be submitted along with the

Technical Bid of the agency in the form of Demand Draft/Pay Order of any Scheduled bank drawn in the favour of Petroleum and Natural Gas Regulatory Board, New Delhi, failing which the tender shall be rejected summarily.

7. The successful tenderer will have to deposit Performance Security Deposit @ 10% of estimated contract value, in the form of Performance Bank Guarantee (PBG)/Demand Draft/Fixed Deposit Receipt made in the name of the bidder but hypothecated to Petroleum and Natural and Gas Regulatory Board, New Delhi within 30 days of award of contract. The PBG will have to be valid till 30 days after successful completion of the job.

8. The tendering bidders are required to submit 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: -

- i) DD/Pay Order of Rs.1,50,000/- in favour of Petroleum and Natural Gas Regulatory Board
- ii) Copy of ESI Code number
- iii) Copy of PAN number
- iv) Copy of Registration number & registration certificate issued by Government Agency
- v) Copy of GST registration certificate
- vi) Copy of work experience certificate
- vii) Audited Financial Statements (latest)

9. Conditional bids shall not be considered and will be out rightly rejected.

10. 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, corrections, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.

11. The Technical Bid of tenders shall be opened at 3.00 P.M on 31st May 2018 and Date of opening of Financial Bids shall be intimated in due course.

12. The Contract Agreement shall be construed as per Indian Laws and Delhi Courts will have jurisdiction to settle any dispute arising out of Contract.

13. The Competent Authority of the PNGRB reserves the right to cancel any or all the bids without assigning any reason.

14. The bidder shall comply with all applicable Labour Laws, Rules and Acts in relation to its employees and ensure payment of **Minimum Wages** to the personnel engaged on outsourcing basis as per the notifications issued by **Govt. of NCT of Delhi** from time to time in compliance with the provisions of **Minimum Wages Act and the Contract Labour (Regulation & Abolition) Act, 1970.**
15. The persons supplied by the agency will be screened for possessing the minimum educational qualification and skills by PNGRB by conducting interviews and devising tests as considered fit.
16. The services provider shall ensure that the persons supplied fulfill the required education and skill qualifications as per **Annexure-I.**
17. The persons deployed shall not claim any benefit/compensation/absorption/regularization of services in PNGRB under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

Annexure-I**TECHNICAL REQUIREMENTS FOR DATA ENTRY OPERATORS TO BE DEPLOYED BY THE SUCCESSFUL BIDDER IN PNGRB WITH PROPER DOCUMENTARY PROOF**

1. He/She should be at least 12th Standard pass (10 +2) and age preferably from 18 to 30 years.
2. He/She should have minimum computer typing speed of 40 words per minute in English.
3. He/She should be conversant with the working of the computers and knowledge of MS word is essential. Knowledge of LAN functions, MS excel and MS Power Point packages as well as stenography is preferable.
4. Good communication (written & oral) skill in English and Hindi.
5. In depth knowledge of office tools and proficiency in use of office gadgets like photo copying machines, FAX machines, Key Telephone Systems etc.
6. He/she should have at least 2 years' experience in reputed Public / Private institutions /Central/ State Government offices.
7. He/She should submit Character certificates from one Group "A" or Class-I Gazetted officers of the Central Government/State Government.
8. His/her antecedents should have been got verified by the agency from the local police authorities.

DUTIES:

1. Typing, Diary, Dispatch of Letters, Movement of Files and Data entry from various proposals and report received in the Department.
2. Follow up with various agencies at Central, State and District level and with other stake holders of PNGRB to obtain relevant information necessary for input.
3. Provide support on any data related queries.

4. Any other work assigned by PNGRB from time to time.

TECHNICAL REQUIREMENTS FOR HOUSEKEEPING SUPERVISOR (SKILLED) TO BE DEPLOYED BY THE SUCCESSFUL BIDDER IN PETROLEUM AND NATURAL GAS REGULATORY BOARD WITH PROPER DOCUMENTARY PROOF

Essential Qualification

- (a) 12th Passed
- (b) Must be able to understand English.

Job Description:

The Housekeeping Supervisor will be responsible for the following tasks:

1. To monitor and ensure proper Housekeeping activities are conducted at the site as per specifications
2. To brief all staff regarding their duties, designated areas and special instructions, if any.
3. To create awareness and train all staff regarding methods and the specifications and to inform them of any changes in routines or specifications.
4. To submit the various checklists, at the frequency instructed in the suggested formats.
5. To de-brief all housekeeping staff at the end of each shift.
6. To monitor that the staff is cleaning in proper manner in order to ensure that the surfaces are maintained in the best possible way and enhance their longevity.
7. To inform all discrepancies and maintenance requirements brought to his notice by his staff and his own observations to management promptly.
8. To maintain the daily attendance record, absentees list and list of stand-by personnel called for duty.

9. To organize training for Housekeeping staff on use of various consumables, equipment and machinery.

TECHNICAL REQUIREMENTS FOR HOUSEKEEPING STAFF (UNSKILLED) TO BE DEPLOYED BY THE SUCCESSFUL BIDDER IN PETROLEUM AND NATURAL GAS REGULATORY BOARD WITH PROPER DOCUMENTARY PROOF

Essential Qualification

- (a) Non-Matriculation

Job Description:

1. Regular dusting/cleaning of office furniture (table and chairs) and Office equipment, telephones, book cases, filing cabinets, almirahs, doors, windows etc.
2. Cleaning of work stations/tables/chairs/almirahs, Glass Panes of all windows/doors etc.
3. Removal of paper, litter, garbage and packing material from all floors/rooms/pantry etc. and to be dumped in dump yard outside the office premises
4. Vacuum cleaning of carpeted floors on weekly basis.
5. Dusting of furniture, telephones, etc., firstly with dry cloth and then with good quality liquid detergent.
6. Cleaning and scrubbing of toilet on regular interval as & when required.
7. Cleaning of washbasins, sanitary fittings and toilets floors with dry & wet mops.
8. Cleaning of window glass panes/ panels both sides, frames & air conditioning grills.
9. Dry & wet mopping of staircases, Pantry & lobby area.
10. Cleaning of Drains on regular basis

TECHNICAL REQUIREMENTS FOR MESSENGERS/PEONS TO BE DEPLOYED BY THE SUCCESSFUL BIDDER IN PETROLEUM AND NATURAL GAS REGULATORY BOARD WITH PROPER DOCUMENTARY PROOF

Essential Qualification

- (a) Non-matriculate
- (b) Must be able to understand English

Job Description:

The person deployed should carry out the following duties :

1. To attend to all individual duties as and when desired by the Chairperson/Members/Officers of PNGRB;
2. Carrying all files/papers in their chambers/rooms;
3. To handle all judicial files in the Courts and filing all papers therein;
4. To file all papers/documents received in the Registry in the respective judicial files;
5. To attend to all photocopying work
6. Delivery of case files to the offices of Chairperson/Members/Officers;
7. Carrying files and other official papers to various officials.
8. Distributing Notice/Circular amongst the staff of PNGRB;
9. Dak delivery to various government offices and also within the office;
10. Visiting the other offices as and when required for official work;
11. Payment of Water, Electricity and Telephones etc. bills of the entire office and residences of the Chairperson and Members;
12. Handling of stationery items and library books;
13. Attending to all official calls from these officers;
14. To serve Water/Tea/Coffee/Lunch in official meetings and to make necessary arrangement etc.

15.To carry out all any other instructions given, from time to time, by the Chairperson/Members/Officers and other staff of PNGRB

PRE-QUALIFICATION CRITERIA

- i) Average minimum turnover in last 3 Financial Years should not be less than Rs.50 Lakh (Audited Balance Sheet of last 3 Financial Years may be submitted).
- ii) Proof of working with Ministries/Government offices/ organizations/ reputed Private Companies/Public Sector Companies/Banks etc, for three years and the number of persons deployed by the agency each year in the last 3 years.

1. TECHNICAL REQUIREMENTS FOR THE TENDERING BIDDER

The tendering manpower bidder should fulfill the following technical specifications and upload/furnish 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 bidder should be registered with the appropriate registration authority.
- (c) The bidder 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 bidder should be registered with GST Department.
- (e) The bidder should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
- (f) Copy of PAN card.
- (g) Audited Financial Statements (latest).

2. Self-Attested copies of the documents indicating compliance with the above specifications/requirements should be attached with the Technical bids.

APPLICATION-TECHNICAL BID

For providing Data Entry Operator, Messengers/Peons, Housekeeping Staff to the Petroleum Natural Gas Regulatory Board (PNGRB)

1. Name of bidder:
(Attach certificate of registration)

2. Name of proprietor/Director of bidder:

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) Details of EMD
 - (i) Amount :
 - (ii) DD/Pay Order No :
 - (iii) Date :
 - (iv) Issuing Bank :
 (b) Banker of Bidder _____
 (Full Address)
 (Attach certified copy of statement _____
 of A/c for the last three years)
 (c) Telephone Number of Banker _____

6. PAN No. _____
 (Attach self-attested copy)

7. GST Registration No. _____
 (Attach self-attested copy)

8. E.P.F. Registration Number _____

(Attach self-attested copy)

9. E.S.I. Registration Number _____
(Attach self-attested copy)

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

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

11. Give details of work experience/major similar contracts handled by the bidder during the last three years in the following format (copy to be enclosed):

S. No.	Details of client along with address, telephone and FAX numbers	Amount value of Contract (Rs. in Lakhs)	Duration of Contract	
			From	To

(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
Full Name:
Seal:

DECLARATION

(On a Non-Judicial Stamp paper of appropriate denomination duly notarized by Notary Public.)

1. I/We, _____ son/daughter/wife of Shri. _____
_____ signatory of the bidder mentioned above, am competent to sign this declaration and execute this tender document:
2. I/We have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
3. My/Our agency has not been **blacklisted or debarred** from participating in tender of any Ministry/Department of Government of India and Government of India undertaking/autonomous bodies/institutions in the last Three Years.
4. That I/We has/have quoted rates in accordance with the Minimum Wages Act, 1948 as applicable in the NCT Delhi.
5. 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:

Date:
Place:

Signature of authorized person (s)
Full Name:
Seal:

APPLICATION - FINANCIAL BID

For providing Data Entry Operator, Messengers/Peons, Housekeeping Staff to the Petroleum Natural Gas Regulatory Board (PNGRB)

1. Name of bidder : _____
2. Details of Earnest Money Deposit: Rs.1,50,000/-(Rupees one lakh fifty thousand only) D.D/P.O. No. & Date :
Drawn on Bank :
3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT Delhi. The agency will have to furnish an Affidavit that it is complying with all statutory liabilities relating to taxes, payment of minimum wages and other statutory liabilities.
4. Rate per person/per month for one **Data Entry Operator, Messenger/Peon, Housekeeping Supervisor (Skilled), Housekeeping Staff/Worker (Unskilled)** (8 hours excluding ½ hour lunch) should be quoted (Inclusive of minimum wages, plus all statutory payments such as EPF, ESI, GST and Administrative/Service Charges) with following break-up:

Data Entry Operator:

S. No.	Component of Rate	Amount in Rs. per person/per month
i.	Monthly rate per person (in accordance with Minimum Wage Act, 1948)	
ii.	Employees Provident Fund @ 13.15 % of Sl. No. (i)	
iii.	Employees State Insurance @ 4.75 % of Sl. No. (i)	
iv.	Contractors Administrative/Service Charges/ Any other Charge <i>(please indicate)</i>	
v.	GST @ _____ % of total of Sl. No. (i+ii+iii+iv) (if applicable)	
vi.	Total (Column i to v)	

Messenger/Peon :

S. No.	Component of Rate	Amount in Rs. per person/per month
i.	Monthly rate per person (in accordance with Minimum Wage Act, 1948)	
ii.	Employees Provident Fund @ 13.15 % of Sl. No. (i)	
iii.	Employees State Insurance @ 4.75 % of Sl. No. (i)	
iv.	Contractors Administrative/Service Charges/ Any other Charge <i>(please indicate)</i>	
v.	GST @ _____ % of total of Sl. No. (i+ii+iii+iv) (if applicable)	
vi.	Total (Column i to v)	

Housekeeping Supervisor (Skilled) :

S. No.	Component of Rate	Amount in Rs. per person/per month
i.	Monthly rate per person (in accordance with Minimum Wage Act, 1948)	
ii.	Employees Provident Fund @ 13.15 % of Sl. No. (i)	
iii.	Employees State Insurance @ 4.75 % of Sl. No. (i)	
iv.	Contractors Administrative/Service Charges/ Any other Charge <i>(please indicate)</i>	
v.	GST @ _____ % of total of Sl. No. (i+ii+iii+iv) (if applicable)	
vi.	Total (Column i to v)	

Housekeeping Staff/Worker (Unskilled) :

S. No.	Component of Rate	Amount in Rs. per person/per month
i.	Monthly rate per person (in accordance with Minimum Wage Act, 1948)	
ii.	Employees Provident Fund @ 13.15 % of Sl. No. (i)	
iii.	Employees State Insurance @ 4.75 % of Sl. No. (i)	
iv.	Contractors Administrative/Service Charges/ Any other Charge <i>(please indicate)</i>	
v.	GST @ _____ % of total of Sl. No. (i+ii+iii+iv) (if applicable)	
vi.	Total (Column i to v)	

5. The bidder shall justify their quoted price against Sl.No.4 (iv) above in clear terms to substantiate the reasonableness of the same. Any unreasonable price in this regard is liable for rejection by the Department.

6. The bidders shall furnish an undertaking (Annexure II) to the effect that they should unconditionally comply with all the terms and conditions of the Request For Proposal and without this undertaking their bids will be considered invalid.

7. The bidder shall quote monthly wages rate for all the manpower required, which shall not be less than the minimum wages prescribed by the Govt. of NCT of Delhi under Minimum Wages Act, 1948.

8. This department shall make payment only on the minimum wages prescribed by the Govt. of NCT of Delhi under Minimum Wages Act, 1948 and the statutory contributions on workers' wages to the bidder even if the bidder quotes higher wages than the minimum wages prescribed by the Govt. of NCT of Delhi under Minimum Wages Act, 1948.

9. The financial bid will be evaluated and L1 will be decided on the basis of the firm's Administrative/Service charges per month" quoted by the firm.

10. Complementary service by any firm is not acceptable. If any firm quotes the Administrative Service Charges as Zero/Nil, it shall be treated as an invalid quote and shall result in summarily rejection of the financial bid even though the firm is otherwise technically qualified.

11. The Administrative Service Charges per worker per month quoted by the firm in the financial bid shall be commensurate with the administrative and supervisory efforts required for executing the contract.

12. PNGRB shall correct (increase or decrease) the ratio of statutory payments on minimum wages if there is variation found in the rates quoted by the bidder and those notified by the Govt.

13. I/we accept all the terms and conditions of the Tender Notice No. S-Admn/Manpower/2018 dated 10th May 2018.

Date:
Place:

Signature of authorized person
Full Name:
Seal:

Note:

1. 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.

TERMS AND CONDITIONS OF CONTRACT

GENERAL

1. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a further specific period mutually agreed upon by the successful bidder & PNGRB.
2. The contracting bidder shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of PNGRB.
- 3.(i) PNGRB, at present, is in requirement of manpower on urgent basis. The requirement of the PNGRB 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.
- 3.(ii) Tolerance Clause- Number of Manpower can be amended +/- 25% of the requirement projected/estimated in this tender document.
4. The tenderer will be bound by the details furnished by him/her to PNGRB, 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. PNGRB reserves right to terminate the contract at any moment of time also after giving three days' notice to the contracting agency in case of breach of terms of contract.
6. PNGRB may ask the documentary evidence in respect of payment of statutory liabilities as and when required.
7. Duly authorized representative of Bidders will be allowed to participate in the bidding process on the production of authorization letter.

8. Service provider will pay the prescribed wages to the persons deployed in PNGRB through ECS in their individual bank accounts opened at any Scheduled Commercial Bank.

9. Whenever minimum wage is revised by the Government of NCT of Delhi, the rate in the contract and the consequential statutory payments shall get revised keeping the Contractor's Administrative Charge or any other liability charges unchanged.

10. The successful bidder should submit documentary proof of payment of minimum wages, ESI, EPF etc. every month. PNGRB shall verify the actual payment of statutory payments and if not satisfied shall withhold the payments due to the service provider in addition to other legal action.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

11. The contracting agency shall ensure that the individual manpower deployed in PNGRB is physically fit to discharge duties of staff.

12. The successful bidder shall furnish the following documents in respect of the individual person who will be deployed by it in PNGRB before the commencement of work :

- a. List of persons deployed.
- b. Bio-data of the persons.
- c. Attested copy of matriculation certificate containing date of birth.
- d. Attested copy of 12th certificate containing minimum qualification.
- e. Attested copy of computer skill certificate containing minimum typing speed of 30 words/minute.
- f. Character certificate from any Group "A"/Class-I officers of the Central/State Government.
- g. Certificate of verification of antecedents of persons by local police authority.

13. In case the persons employed by the successful bidder commits any act of omission/Commission which amounts to misconduct/indiscipline/ incompetence, the successful bidder will be liable to take appropriate disciplinary/legal action

against such persons, including their removal from site of work, if required by PNGRB.

14. The tendering bidder shall replace immediately any of its personnel who are found unacceptable to PNGRB because of security risks, incompetence, conflict of interest, improper conduct etc. on instructions of PNGRB.

15. The bidder shall not replace any of its personnel without consent from PNGRB.

16. The person deployed shall be required to report for work at 9.00 AM to Jt. Adviser (Administration) 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. Data Entry Operator, Messengers/Peons, Housekeeping Staff, 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.

17. 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 PNGRB and PNGRB will have no liability in this regard.

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

19. The agency shall depute a coordinator who would be responsible for immediate interaction with PNGRB, so that optimal services of the persons deployed by the agency could be availed without any disruption.

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

21. This Department 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.

22. 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 PNGRB during the currency or after expiry of the contract.

23. 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 for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in PNGRB.

24. The bidders shall furnish an undertaking (**Annexure III**) to the effect that all the Manpower deployed by the Agency, will be paid their due remunerations in their bank accounts through **Electronic Mode only** and no cash distribution of remuneration will be done. Any complaints in this regard after award of contract will attract necessary penal action against the firm by PNGRB.

LEGAL

25. The tendering agency will be responsible for compliance of all statutory provisions relating to minimum wages, GST, Provident Fund and Employees State Insurance etc., if applicable in respect of the persons deployed by it in PNGRB.

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

27. 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 PNGRB or any other authority under law. A compliance certificate in this regard will be submitted alongwith the bills every month.

28. The Deduction of tax at Source (TDS) shall be done as per the provisions of the Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the agency by PNGRB.

29. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof PNGRB is put to any loss/obligation, monetary or otherwise, PNGRB will be entitled to get itself reimbursed 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

30. The Technical bid should be accompanied with earnest Money Deposit (EMD), refundable, of Rs.1,50,000/- (Rupees one lakh fifty thousand only), in the form of Demand Draft/Pay Order of Scheduled Commercial bank drawn in favour of Petroleum and Natural Gas Regulatory Board, payable at New Delhi failing which the tender shall be rejected out rightly. The Annual Average Turn Over in the last 3 Financial Years of the company should not be less than Rupees 50 (fifty) lakh. **Scanned copy of the Demand Draft/Pay Order should be submitted to Shri R.K. Jain, Jt. Adviser (RKJ), PNGRB , New Delhi prior to opening of the Technical Bid.**

31. 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 returned after receipt of the Performance Security Deposit @10% of total contract value. 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.

32. **The successful bidder will not claim any amount in excess of the quoted rates other than periodical revision of minimum wages/statutory charges,**

either from PNGRB or from individuals deployed at PNGRB. The work awarded/contract entered into will be terminated in the event of the successful bidder being found to be claiming placement charge from the individuals deployed and the firm shall be debarred/blacklisted accordingly.

33. 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 PNGRB besides annulment of the contract and blacklisting of the contractor.

34. The agency shall ensure that the goods, materials and equipment etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out. If PNGRB suffers any loss or damage, then the agency shall be liable to reimburse the loss to PNGRB in full.

35. The amount of pre-estimated agreed liquidated damages calculated @ Rs.300/- 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 successful bidder in the following month.

36. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by the concerned Officer of Administration Division, along with proof of receipt of wages by the workers, proof of having deposited the contributions towards ESIC, EPF etc. every month will be submitted to PNGRB before the 2nd week of each month. PNGRB 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.

37. The bills shall be prepared by the contractor and submitted to Nodal Officer. Payment shall be made on following conditions:-

- i) All payments to the contractor shall be made subject to deduction of Tax at Source as per the Income -Tax Act 1961 and other taxes, if any, as per the Government of India Rule.
- ii) Payment will be made to on Monthly basis after availing service i.e. after satisfactory completion of services in the preceding month.

- iii) Payment shall be made after making recoveries on account of penalties for shortfall in performance as detailed in the **Terms & Conditions** and also after making recoveries for the period during which any of the Manpower provided, absented from duty.
- iv) PNGRB can convey specific observations to any incorrect/wrong-invoiced amounts by written notice to the contractor.

38. PNGRB 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.

UNDERTAKING

I/We, _____, hereby give this undertaking that I/We should unconditionally comply with all the terms and conditions of the Request For Proposal and without this undertaking our bids will be considered invalid.

Authorized Signatory

Date:

Place:

UNDERTAKING

I/We, _____, hereby give this undertaking that all the Manpower deployed by our firm, after award of the contract of hiring of Data Entry Operator, Messengers/Peons, Housekeeping Supervisor & Housekeeping Staff by PNGRB to our firm, will be paid their due remunerations through electronic mode (ECS/EFT etc.) directly to their bank accounts and in no case or situation the Manpower deployed will be paid their due remunerations in cash.

I/We also understand and agree that PNGRB, in case of any deviation/violation/complaint on above aspect, is competent to initiate suitable penal action against our firm as contained in the bid document/contract.

Authorized Signatory

Date:

Place:

**ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE
TECHNICAL BID**

1. Application – Technical Bid.
2. Attested copy of the registration certificate.
3. Attested copy of PAN/GIR Card.
4. Attested copy the latest IT return filed by the agency.
5. Attested copy of the GST registration letter/certificate, if any.
6. Attested copy of the PF registration letter/certificate, if any.
7. Attested copy of the ESI registration letter/certificate, if any.
8. Certified document in support of financial turnover of the agency during the last 3 years.
9. Attested copy of Audited Financial statements in support of entries in column 09-10 of Technical Bid application.
10. Copy of the terms and conditions of Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

**ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED
BY THE SUCCESSFUL BIDDER BEFORE DEPLOYMENT OF
MANPOWER**

List of workers short listed by the agency for Data Entry Operator, Messengers/Peons, Housekeeping Supervisor & Housekeeping Staff in PNGRB containing full details i.e. date of birth, marital status, address etc.

1. Bio–Data of all persons.
2. Character Certificate from any Group ‘A’/Class-I Gazetted Officers of the Central/State Government in respect of each person.
3. Certificate of verification of antecedents of all persons by local police authority.