


**COMMISSION FOR AGRICULTURAL COSTS AND PRICES**  
**(Department of Agriculture, Cooperation & Farmers Welfare)**  
**(Shastri Bhawan, New Delhi)**

**e-Tender Notice**  
**for engagement of Trained Drivers in the Commission for Agricultural Costs and**  
**prices through outsourcing.**

**Tender No. 14- 9/2017.Admn.CACP(Pt.)**

**TABLE OF CONTENTS**

<b>Title</b>	<b>Page No.</b>
Notice Inviting Tender	1-2
Technical & Financial Bid Criteria	3-4
Terms & Conditions of the Contract	5-7
Performa of Technical Bid	8-9
Performa for Financial Bid	10-11
Nature and Scope of Outsourced Driver	12
Declaration	13
Tender Acceptance Letter	14

  
DIRECTOR/SHRDL OFFICER  
COMMISSION FOR AGRICULTURAL COSTS AND PRICES  
DEPARTMENT OF AGRICULTURE, COOPERATION & FARMERS WELFARE  
SHASTRI BHAWAN, NEW DELHI

F.No.14-9/2017-Admn.CACP(pt)  
Government of India  
Ministry of Agriculture & Farmers Welfare  
Commission for Agricultural Costs and Prices  
(Department of Agriculture, Co-operation & Farmers Welfare)

\*\*\*\*\*

217, F-Wing, 2<sup>nd</sup> Floor,  
Shastri Bhavan, New Delhi — 110001

Dated the 15.02.2018.

To

.....

**SUBJECT: - Notice inviting e-tender for engagement of one Trained Driver in the Commission for Agricultural Costs and Prices (CACP) through outsourcing - reg.**

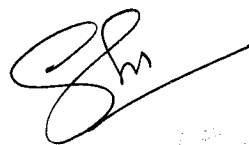
The Commission for Agricultural Costs & Prices (CACP) invites e-tender from registered/agencies/service providers for outsourcing one Trained Driver through two Bid system (i.e. part-I: Technical Bid and part-II: Financial Bid) in prescribed forms initially for a period of six months. The period of contract can be extended keeping in view the requirement. Terms & Conditions, Technical Bid and Financial Bid of the contract are given at Annexure I, Annexure-II and Annexure-III respectively.

2. The detailed tender documents may be downloaded from Commission's Website <http://cacp.dacnet.nic.in> and **Central Public Procurement Portal** "<http://eprocure.gov.in/eprocure/app>" from **16th February, 2018 to 26th February, 2018 (up to 5.00 p.m.)**

The time schedule is as under:-

(i)	Date of issue of tender documents	15.02.2018
(ii)	Date of start of submission of tender	16.02.2018(10.00 a.m.)
(iii)	Closing date & time for submission of bids	26.02.2018 up to 5.00 p.m.
(iv)	Date and time for Opening of Technical Bids	27.02.2018 (10.00 a.m.)
(v)	Date for Opening of Financial Bids of eligible Tenderers	To be intimated later
(VI)	Place of opening of Technical Bid	217, F-Wing, Shastri Bhawan, New Delhi

-1-



Ministry of Agriculture & Farmers Welfare  
Commission for Agricultural Costs & Prices  
217, F-Wing, Shastri Bhawan, New Delhi - 110001

3. The interested service providers may submit the tender **on line at** "http://eprocure.gov.in/eprocure/app" in two bid system (i.e. Part-I: Technical Bid and Part-II: Financial Bid) in the prescribed proforma. Tenders are to be submitted only online through e-procurement portal. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender Documents. Tenders sent by any other mode will not be accepted.

4. The estimated value of the contract is approx. Rs. 2.50 lakhs.

**TWO BID SYSTEM:** The bid should be submitted in two parts as under:-

(a) **Technical Bid:** Technical Bid should contain all technical details of the tender document enclosing scan copy of the Earnest Money Deposit (EMD) and other documents etc. as per format in **Annexure-II**.

(b) **Financial Bid:** Financial Bid should be as per **Annexure-III**. (Uploaded all documents should be duly signed & stamped).

5. The Technical Bids shall be opened at 10.00 a.m on the date as indicated in the time schedule table (given in Para-2) in presence of such of the bidders or their representatives, who may wish to be present.

6. Financial Bid(s) of only those bidders will be opened on the date as indicated in the time schedule table (given in Para-2), whose bids are considered technically acceptable by the Technical Evaluation Committee.

7. Hypothetical/Conditional/Incomplete bid will not be entertained.

8. **Late Bids** Bids received after the specified date and time, as indicated in Para-2 above, will not be considered.

9. **Earnest Money Deposit (EMD)**

(i) The Earnest Money amounting to Rs. 10,000/-(Rupees ten thousand only) should be deposited in the form of Demand Draft/Pay Order( from any Scheduled Commercial Bank) in favour of Pay & Accounts Officer(Sectt.-II), 16 Akbar Road Hutments, New Delhi. **Original EMD has to be submitted to Shri Sube Singh, Assistant Director (Admn), Room No, 217, F-Wing, Shastri Bhawan, New Delhi.(Ph: 23388325) one day before** of the last date of bid submission. Bids without EMD and in any form other than prescribed will NOT be considered.



- (ii) The EMD should remain valid for a period of 60 days beyond the final tender validity period.
- (iii) EMD of bidder will be forfeited, if the bidder withdraws or amends its bid or impairs from the bid in any respect within the period of validity of its bid. Further, if the successful bidder fails to furnish the required Performance Security within the specified period, its EMD will be forfeited.
- (iv) EMD furnished by all unsuccessful bidders will be returned to them without any interest whatsoever, after finalization of the contract. EMD of the successful bidder(s) will be returned after receipt of the Performance Security from him.

#### 10. Performance Security.

- (i) The successful bidder will have to furnish **Performance Security of 5 to 10% of total tender value** in the form of Fixed Deposit Receipt/Bank Guarantee from a Commercial Bank in favour of **Pay & Accounts Officer(Sectt.-II), 16-Akbar Road Hutments, New Delhi within 5 days of award of contract.**
- (ii) Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier.
- (iii) Performance Security will be refunded to service provider without any interest after the completion of contract period as mentioned in tender documents, whatsoever, once he duly performs and completes the contract in all respects.
- (iv) Performance Security will be forfeited if the firm fails to perform any of the term(s) and condition(s) of the contract, besides it may also be black listed.
- (v) The bidders should quote their **unconditional rates** strictly as mentioned in **Annexure-III**. Cutting/overwriting, if any, will not be accepted. **Each page of the tender should be duly stamped and signed by the authorized signatory.**
- (vi) In case any bidder is already providing the services to any other Ministry/Department of Central Govt. details thereof should also to be uploaded.



**The Technical bid should contain the following details:-**

- (i) The firm must have at least three years' experience of providing services of drivers in Govt./Semi-Govt/PSUs. Copies of communications may be uploaded.
- (ii) Copies of latest two years Income Tax Returns , **PAN Number/GST**(with proof) and 15 Digit **Service Tax Code** Number (with proof) to be uploaded.
- (iii) A self-certificate (I) declaring that the firm has not been black listed by any Central Ministry/Department, PSUs or bank etc.(ii) that all the terms and conditions of the contract are acceptable to him.
- (iv) The firm/ Company are advised to read the instructions above and the terms conditions herein below carefully and submit confirmation of unconditional acceptance of the terms & conditions. In case there are any deviations from the terms & conditions of the tender they may be clearly indicated in the technical bid for consideration.



(Sube Singh)

Assistant Director (Admn)

Tele:2338 8325

Ministry of Road Transport and Highways  
Govt. of India  
अनुमति/संभालक

**NATURE AND SCOPE OF WORK TO BE OUTSOURCED DRIVER**

Sr.No.	Location where manpower is required	Activity to be outsourced	Scope of Work	Job requirement
(1)	(2)	(3)	(4)	(5)
1.	Commission for Agricultural Costs and Prices, Krishi Bhawan	Post of Drivers	Driving staff Car of Hon'ble Chairman	Middle Pass with Hindi with good physique and having valid driving licenece.

**TERMS AND CONDITIONS:-**

- 1) All the information as required in the tender document should be filled up in the relevant part and no column should be left unfilled. An incomplete tender document or submitted without the earnest money deposit will be summarily rejected.
- 2) In case the date of opening of a tender declared is a holiday the tender shall be received/opened on the next following day at the same time.
- 3) The manpower to be provided by the agency shall always remain the employees of the agency for all intents and purposes and the service provider/the agency shall alone be liable for any dispute amongst their employees and the agency, which may arise in any Court of Law. Normally duty of the driver will be 8.30 am to 7.30 pm and the same will be extended as per requirement of the officer.
- 4) The personnel deputed by the Contractor will be required to reach for duty at 8.30 a.m.(sharp). The services of Personnel may be required on all days including Saturday, Sunday and Gazetted Holidays as per the requirement of the officers of the Commission.
- 5) All the persons provided by the services agency/provider should be healthy, physically fit and free from communicable disease. The agency should quote the consolidated lump sum rates per month in respect of staff deputed in the Commission including wages and other statutory liabilities and benefits such as PF,ESI etc. available to the employees under Labour/Minimum Wage Act.
- 6) The service provider shall be responsible for the attendance of his staff in the Commission. In case of any staff of the agency remains absent or granted leave by them, they will send/arrange his/her substitute and intimate to Commission at least two days before from proceeding on the leave of the driver otherwise a penalty of Rs. 1000/- per day per person will be imposed upon him and the penalty, so imposed will be deducted from the bill of the agency.
- 7) In case of inability of personnel deputed to the job in this Commission, the same will be got done from the market at the risk cost of service provider and amount will be deducted from the bill presented in the Commission.
- 8) In case the contractor discontinues the contract before the expiry of the period his security shall be forfeited.



- 9) The personnel sent/deputed on job will be on the pay roll of the service provider and will be the employees of the service provider for all intents and purposes. However, the service agency shall communicate the name, residential address, date of birth, academic qualification, previous experience etc. Along with a photograph of the person.
- 10) The antecedents of the personnel deployed by the service provider should be credible and above board.
- 11) The staff deployed will be issued identity card by the service provider which will be required to be displayed at the time of duty. In case of pilferage, theft/breakage, the agency will be responsible. The Member Secretary, CACP, New Delhi will be at liberty to deduct the amount of such loss from the agency after holding an enquiry. The decision of Member Secretary, CACP, New Delhi to this effect shall be final and binding upon the parties. In case of unsatisfactory performance and violation of any condition of the contract/service agreement, the contract shall be liable to be cancelled and security will be forfeited. The personnel so deployed on the job for various activities will not be changed by the agency without the approval of the Commission.
- 12) That the agency shall not sub-let the contract to any other concern/individual.
- 13) The agency will pay at least the minimum wages as per wages fixed under the Minimum Wages Act and disburse the wages in the premises of the Commission in the presence of person authorized by the Member Secretary, CACP on or before the 10<sup>th</sup> of each month. The PF/ESI contribution will be released after seeing the statement that the agency has deposited its part of the contribution in advance.
- 14) The agency will be responsible for the payment of statutory liabilities such as PF/ESI and other charges etc., if any, in respect of persons deputed in the Commission and will submit the deposit challans showing the individual figure of deposit for the previous month along with remuneration bill.
- 15) The service agreement will be for a period of six months from the date of taking over the charge of work. The Commission may, however, at its sole discretion to reduce or extend period of the contract on the prevalent terms and conditions.
- 16) Income tax applicable, if any, as per Income tax rules shall be deducted from the monthly bill (Gross Amount) of the Agency.
- 17) The Agency will have to deposit earnest money of Rs. 10000/-with the tender in favour of Pay & Account Officer (Sectt-II), Ministry of Agriculture and Farmers Welfare, 16-Akbar Road Hutment, New Delhi in shape of pay order/demand draft payable at New Delhi.
- 18) The agency awarded six months contract will have to execute an agreement on the stamp papers of appropriate value that he will abide by the terms and conditions as mentioned in the service agreement.
- 19) The agency will be responsible for obtaining a license/renewing the license as the case may be, from the Licensing Authority under the Contract Labor(Regulation and Abolition)Act 1970 and Commission shall not be responsible for any damages/losses on this account.
- 20) The agency will have to observe all the rules and regulations pertaining to PF and Labour Laws as applicable.



- 21) The Commission reserves the right to terminate this contract at any time by giving 30 days notice if the services of the contractor are found unsatisfactory or for any other reason.
- 22) That in case of any dispute with regards to the service agreement, the same shall be subject to arbitration by the Member Secretary, CACP, New Delhi whose decision shall be final and binding on both the parties.
- 23) The outsource policy for engaging/outsourcing of services/activities issued by Government from time to time will be strictly followed by the outsource agency.
- 24) All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 25) All necessary reports and other information will be supplied immediately required and regular meeting will be held with the Commission.
- 26) The Commission shall have the right, within reason to have any person removed that is considered to be undesirable or otherwise and similarly contractor reserved the right to change the staff with prior intimation to the Commission.
- 27) The personnel engaged by the contractor shall be dressed in neat and clean uniform (including proper name badges) failing which invites a penalty of Rs. 500/- each occasions and habitual offenders in this regard shall be removed from the Commission.
- 28) Any damage or loss caused by contractor's persons to the Commission in whatever would be recovered from the contractor.
- 29) Any liability arising out of any litigation (including those consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
- 30) The Commission will bear no responsibility in the even of any accident/death and in any case and any claim being enforced by any Court, the Commission will not bear any financial liability as the contractor shall bear all expenses in such cases.





**ANNEXURE-II**

**TENDER DOCUMENT/FORMATE FOR PROVIDING OUTSOURCING SERVICES TO THE COMMISSION FOR AGRICULTURAL COSTS AND PRICES, NEW DELHI.**


**PART-1**  
**ELIGIBILITY PARAMETERS**

Affix duly attested

P.P.Size recent

Photograph of

Prospective bidder

1.	Name of the Organization/Firm applying for providing outsourcing services	Uploaded scanned copy of Certificate of proof
2.	Postal Address	Uploaded scanned copy of proof
3.	Telephone/Fax/Mobile No of the Organization/Firm.	Uploaded scanned copy of proof
4.	Status of the Organization/Firm(Whether Private of Public Sector undertaking or sole Proprietor or Partnership or Cooperative society etc.)? The tenderer should attach a resolution passed by the Executive Body authorizing the specific Officer/Partner for signing the documents.	Uploaded scanned copy of proof
5.	Details of PAN/TAN/ GST obtained(attested copy of the document to be attached)	Uploaded scanned copy of proof
6.	Annual Turnover i) 2014-15 ii) 2015-16 iii) 2016-17	Uploaded scanned copy of proof Rs. Rs. Rs.
7.	Whether the renderer possesses the requisite experience i.e at least three years' experience of providing services of drivers in Govt./Semi-Govt/PSUs. If yes, give details. Separate sheet be attached if needed.	Uploaded scanned copy of proof
8.	Particulars of License obtained from Labour/Home Department of the State/UT(attested copy of the document to be attached)	Uploaded scanned copy of proof
9.	The details of Service Tax No. Allotted to organization/firm.	Uploaded scanned copy of proof
10.	Details of Registration with the 	Uploaded scanned copy of proof

	authorities in ESI/EPF/PPF Departments.	
11.	Financial resources, assets in terms of tenderer's property (Movable and Immovable) held on the date of submission of tender(Latest audited balance sheet is also be to attached)	Uploaded scanned copy of proof
12.	Details of earnest money. FDR/DD No.....  Name of Bank	
13.	Profile of the organization 1. <u>Technical</u> Manpower on roll any post(Govt. Department) 2. <u>Financial</u> Annual turnover in Lacs. 3. <u>Miscellaneous</u> ISO Certification of the firm.	Uploaded scanned copy of proof
14.	Declaration in the form of Affidavit that the individual/Firm/Organization including its partners and share holders, was not black listed/prosecuted by any Departments/Statutory Bodies in Delhi or by any Court of Law, and fully understood all the terms & conditions contained herein and undertake my self/ourselves abided by them is to be attached.	Uploaded scanned copy of proof

(Signature of Owner/Authorized Representative)

Director, Agriculture  
 Government of India  
 Ministry of Agriculture & Farmers Welfare  
 New Delhi  
 For Agriculture, Cows & Poultry  
 New Delhi  
 110002  
 9

**PART-II**  
**PROFORMA FOR FINANCIAL BID**

**LUMP SUM Rates to be quoted for outsourcing of the manpower including wages, EPF, ESI, Service Tax, Administrative charges etc.**

No.	Name of the Activity	Lump sum Rates per month (in Rs.) per person including Taxes & other charges
(1)	(2)	(3)
1.	Post of Driver	

Note:

- (i) The rates quoted above shall remain valid during the entire contract period and no enhancement whatsoever shall be claimed by the renderer.
- (ii) Leave reserve for weekly rest and other holiday/National holidays shall be provided by the Service Provider and no extra charges will be paid by CACP, New Delhi.
- (iii) The selected agency will have to sign a service agreement on the given format within seven days from the date of the receipt of work order.

I/We certify that I/We read the terms and conditions of the tender as well as the provisions as mentioned in the service agreement. I/We undertake that it is my/our responsibility to ensure that being the employer in relation to persons engaged/deployed by me/us to provide the services/activities under this service agreement as well as to make the payment of monthly wages/salaries, which in any case shall not be less than the minimum wages as fixed or prescribed under the minimum wages Act, 1948 along with all other statutory dues such as Employees Provident Fund, Employees State Insurance, Employees deposit Link Insurance etc to the employees, I/We undertake to observe the compliance of all the relevant Labour Laws as applicable viz. Payment of Wages Act, 1936, Minimum Wages Act, 1948, Contract labour(Regulation and Abolition) Act, 1970. State/UT Contract Labour/(R&A) Rules, 1974, EPPF Act, 1952, ESI Act(1948) as applicable and as amended from time to time by the Central or State government and or any authority constituted by or under any law, for the category of persons deployed by me/us.

Certified that I/We have read over the tender document containing the nature and scope of work, terms & conditions and the Draft of Service Agreement and have understood the contents.



I/We undertake to abide the terms and conditions as laid down in the tender document and the service agreement in case the work order is allotted to me/us in near future.


Place:--

Signature of Tenderer-----

Dated :---

Name of the Tenderer-----

Address-----

A handwritten signature in black ink, appearing to be 'S. M.', written over a faint, illegible stamp.

Shashi Shewari, New Delhi

**Declaration**


1. I S/o  
Proprietor/Director of the Service provider/company, mentioned above, is competent to sign this declaration and execute this tender.
2. I have carefully read and understood all the terms and conditions, as mentioned in the tender documents, and undertake to abide by them.
3. 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/document would lead to rejection of my/our tender besides liabilities for prosecution under appropriate law.

Full Name and Signature of Authorized Signatory

(Seal of Service provider/Company)

Place:

Date:

  
Secretary/Assistant Director  
Ministry of Agriculture & Farmers Welfare  
Govt. of India  
कृषि लागत और मूल्य आयोग  
Commission for Agricultural Costs & Prices  
धारवी भवन, नई दिल्ली-110011  
Dhatri Bhawan, New Delhi-110011

## TENDER ACCEPTANCE LETTER

(To be given on Firm/Company Letter Head)

Date:

To

.....  
.....  
.....

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:.....

Name of Tender/Work:-

-----  
-----

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned "Tender/work" from the web site(s) namely:

-----  
-----  
as per your advertisements, given in the above mentions website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No.....to.....(including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/we hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality /entirely.

5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,



(Signature of the Bidder, with Official Seal)

सिमेंट्स/Association of  
सिमेंट्स/Govt. of India  
शुद्धता कल्याण योजना  
Purity & Farmers Welfare  
योजना और मूल्य आयोग  
Purity & Farmers Welfare  
Scheme-198001  
1980-11