

e-REQUEST FOR PROPOSAL (eRFP)

for

**Outsourcing of Manpower Services on contract basis
for the different posts**

eTender Notice No. : IPA/PGAV/Manpower/2022 dated 10.01.2022



**Indian Ports Association,
1st Floor, South Tower, NBCC Place
Bhism Pitamah Marg, Lodhi Road,
New Delhi-110003**

Cost of Document: Rs.1,500/-

**Indian Ports Association,
1st Floor, South Tower, NBCC Place
Bhisham Pitamah Marg, Lodhi Road, New Delhi-
110003 Tel. No. 0091-011-24369061/63, 24368334,
FAX: 011-24365866.**

Name of work : **eRFP for “Outsourcing of Manpower Services on contract basis for the different posts”**

Tender Notice No. : IPA/PGAV/Manpower/2022Dated10.01.2022

Cost of Tender Documents : Rs. 1,500/- (Non-refundable)

EMD : Rs. One Lakh.

Contract Period : Contract for a period of **Two Years** from the date of Contract.

Last date of Tender submission : 04.02.2022 by 1500hrs.

Validity of Tender : 120 days from the due date

Tender Submission to : **Managing Director,**
Indian Ports Association,
1st Floor, South Tower, NBCC Place
Bhisham Pitamah Marg, Lodhi Road,
New Delhi-110003
Tel. No. 0091-011-24369061/63,
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1st Floor, South Tower, NBCC Place
Bhisham Pitamah Marg, Lodhi Road, New Delhi-110003
Tel. No. 0091-011-24369061/63, 24368334,
FAX: 011-24365866.**

TENDER NOTICE
FOR OUTSOURCING OF MANPOWER SERVICES ON CONTRACT BASIS

TENDER No: IPA/PGAV/Manpower/2022

DATED:10.01.2022

Indian Ports Association (IPA), a society registered under Societies Registration Act 1860, invites sealed tender in two bid system from reputed agencies Registered / Well established Manpower Service Provider Agencies /Firms having valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, GST Registration and PAN Card, up to date clearances/Certificate for providing manpower as per the details mentioned below on contract basis (subject to variation depending upon the actual requirement of the Department, for a period of two years).

The Service Provider should be registered under Labour Department of NCT of Delhi/State Govt./Central Govt. The Service Providers should have at least five (5) years experience of providing manpower to Government Organizations/PSUs/Societies and should have average turnover of Rs. Two Crores during last three financial years (2018-19, 2019-20&2020-21). The persons to be deployed by the service providers should have the educational qualification/experience as mentioned against each post mentioned in Annexure-I, II & III.

Three Agencies will be empanelled for all categories/Payment head viz. Data Entry Operator, Technical Assistants, Stenographer, Sr. Office Assistant/Office Assistant/Assistant. Senior Programmers, Programmer, Programmer Assistant, Senior Management Associates, Management Associates and Research Associates for an initial period of two years only and which may be extended further through mutual consent. The hiring of services for providing Office Support staff through this tender shall have no employment obligation on IPA.

1. The period of contract will initially be for a period of two years from the date of award of contract subject to review of performance every three months and maybe extendable at the discretion of Managing Director, IPA after expiry of the contract.
2. The service providers shall provide the required number of manpower within a period of 10 days from the date of the contract and failure to comply with the same or found deficient in service shall invite penalty fee or forfeiture of the security deposit for the omission/deficiencies in service.
3. The bidder shall quote for all the posts mentioned above.
4. **The rates for different category of manpower services that may be required for the proposed services shall not be less than the rates of minimum wages prescribed by the Government from time to time under contract Labour (R&A) Act – 1970 and the Minimum Wages Act 1948.**

5. The tender shall be submitted under **Two Bid System**

5.1 “Technical Bid” - Scanned copies of Technical Bid shall be submitted on eProcurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app> in the First Cover (Technical Bid) containing information as prescribed in Form I, II, III, & IV etc and also one hard copy original and along with 1 soft copy in word format in CD or Pen drive. This outer envelope shall bear the submission address, reference number be clearly marked “**DO NOT OPEN, BEFORE- 4-02-2022**”.

5.2 “Financial Bid” - The Financial bid should be submitted Online only as per the Price Schedule given in Form V(A) & (B) Financial Proposal and attached in PDF format in e-procurement Portal only (CPPP) <https://eprocure.gov.in/eprocure/app>. Any Indication of ‘Quoted Price’ in the online technical Bid Documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy of financial Bid shall be submitted. clearly super-scribed on the envelope and

The “Financial Bid” must contain the rate for engaging manpower on monthly basis for normal duty of 8 (eight) hours per day per person in Form V (A) & (B). Bidders will be required to quote separately for all such elements like minimum wages required, service charges and all other statutory requirements like PF, ESI or any other taxes as may be applicable.

“Tender for supply of Manpower” should be addressed to Managing Director,
Indian Ports Association, 1st Floor, South Tower, NBCC Place, Bisham Pitamah Marg, Lodhi Road, New Delhi- 110 003 and should be submitted on or before 1500 hrs. of 04.02.2022. The **Technical Bids** shall be opened on 04.02.2022 at 1530 hrs. in presence of bidders, if they wish to be present.

Tenderer has to submit its tender, along with the required non-refundable fee of **Rs. 1,500/-** towards tender cost. However, exemption in submission of Tender Fee shall be provided to MSME bidders registered with NSIC for the subject work i.e. Manpower Supply.

6. The **Financial bids of the successful bidders**, who have been found technically qualified, will be opened at a later date and those technical qualified bidders will be intimated separately before opening of financial bids.

Sd/-

Chief Administrative Officer,
Indian Ports Association.

Attached

1.0 Eligibility Condition

2.0 Terms & Conditions

Form – I - Proforma

Form – II - Minimum eligibility criteria

Form – III - Prior Experience

Form – IV - Declaration

Form – V (A & B) - Performa for Financial Bids (to be submitted in 2nd Cover)

ELIGIBILITY CRITERIA:

- a. The bidder should be registered as a Manpower Supplier with Labor Department of Govt. of NCT of Delhi/State Govt./ Central Govt. The bidder must be an Agency engaged in providing the **Manpower support services to various organizations** for at least five years with average turnover of minimum Rs. Two crores (average) during the last three financial years viz. 2018-19, 2019-20 and 2020-21. The bidder shall attach copies of audited balance sheet and profit & loss account or a certificate in original from a Chartered Accountant on the turnover from “**providing Manpower Support Services**” for the reference years.
- b. The bidder must have supplied the manpower, by whatever name, at least in three categories mentioned in Annexure-I and at least one in each category mentioned in Annexure-II and III respectively having the qualifications and experience as per the requirements mentioned in the said Annexure, to Ministries/Departments of the Government or the Government organizations, Central/State Public Sector Enterprises, Government Autonomous Bodies or Govt. Societies in the last three financial years i.e. 2018-19, 2019-20 and 2020-21. Give relevant details as per Form-III along with successful completion certificate from the Clients.
- c. The bidder should have completed similar job of the value of not less 30 lakhs (single job) or 20 lakhs each for two Jobs or more during immediately preceding 3 financial years.
- d. The bidder should be registered with the GST department and should carry a valid PAN from the Income Tax department.
- e. The bidder should produce a copy of Articles of Association (in case of registered firms), Bye laws and certificates for registration (in case of registered co-operative societies) and partnership deed (in case of partnership firm).
- f. The bidder should be registered with the Employees Provident Fund Organization (EPFO) and Employees State Insurance Corporation (ESIC) on the date of bid submission. Copies of such registration certificates to be submitted.
- g. The bidder has to give an undertaking (self-certificate) that there has been no litigation with any government department on account of providing similar services.
- h. Bidder should give an undertaking to supply all categories mentioned in Annexure I, II & III.
- i. An undertaking (self-certificate) that the bidder has, in the past, supplied Provident Fund Statements and ESIC cards to its deployed individuals for the full period of their deployment in various organizations, and shall be responsible for all the acts & obligations under the provisions of Employees Provident Fund & Misc Act.
- j. Bidder registered with MSME/NSIC for the subject work i.e. Manpower Supply, should submit valid registration certificates

Note : In order to consider the bids, bidders are requested to furnish documents for each of the above clauses.

TERMS AND CONDITIONS:

BIDDING PROCESS

Evaluation of bids

Bid Submission:

- a. Bidders are advised to study the Bid Document carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.
- b. Technical Proposal with Demand Drafts amounting to Rs. 1,500/- (Rupees one thousand five hundred only) towards tender fee and Rs. 1,00,000/- (Rupees one lakh only) towards EMD, drawn on a scheduled commercial bank and payable to Indian Port Association, New Delhi may be placed in an envelope and superscripted "Technical Proposal along with Document Fee & EMD" and also Scanned copies of Technical Bid shall be submitted on e Procurement Portal (CPPP) <https://eprocure.gov.in/eprocure/app>.
- c. The Financial bid should be submitted Online only as per the Price Schedule given in Form V(A) & (B) Financial Proposal and attached in PDF format in e-procurement Portal only (CPPP) <https://eprocure.gov.in/eprocure/app>.

Earnest Money Deposit (EMD) and Tender Fee:

- a) The Bidders shall furnish, Earnest Money Deposit (EMD) of Rs 1,00,000/- (one lakhs only) in the form of Demand Draft / Bankers' Cheque, from a Scheduled/Commercial Bank, drawn in favour of Indian Ports Association payable at New Delhi. The EMD of unsuccessful bidders shall be returned without interest after finalization of the tender. EMD of the successful bidders shall be returned without any interest, on receipt of BG of equal amount valid for the period of empanelment / extended empanelment. However, exemption of submission of EMD & Tender Fee may be granted to bidders registered with NSIC/MSME under/for the same category i.e., Supply of Manpower.

Forfeiture of Earnest Money Deposit/Security Deposit: The Earnest Money Deposit can be forfeited if a Bidder: -

- Withdraws its bid during the period of bid validity.
- Does not accept the correction of errors.
- In case of the successful Bidder fails to sign the contract within the stipulated time.
- Bidder fails to execute the contract within stipulated time

Pre bid meeting

IPA will hold a pre-bid meeting with the prospective/interested bidders at 1400 hrs. on 17.01.2022 in the IPA Conference Hall. Queries received from the bidders two days prior to the pre bid meeting only will be addressed. The queries can be sent to IPA through email at ipa@nic.in by 1200 hrs. of 17.01.2022.

Last date for submission of bids

- a. Bids, complete in all respects, must be submitted by the due date and time.
- b. IPA may, at its own discretion, extend the date for submission of bids. In such a case all rights and obligations of IPA and the Bidders shall be applicable to the extended timeframe.
- c. The offers submitted as documents, by telex/telegram/fax/email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- d. At any time prior to the last date for receipt of bids, IPA, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment will be notified on IPA's website <http://www.ipa.nic.in> and also on CPP portal should be taken into consideration by the prospective bidders while preparing their bids. Guideline on CCP portal is given at Appendix-I.
- e. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, IPA may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.
- f. The bidders shall bear all costs associated with the preparation and submission of their bids. IPA shall, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- g. In case the terms and conditions of the contract applicable to the Invitation of bid are not acceptable to any bidder, they should clearly specify the deviations in their bids.

Opening of Bids

- a. IPA will open the technical proposal on due date. The technical proposals of only those bidders whose tender fee and EMD drafts are found to be in order will then be passed on to a duly constituted Technical Evaluation Committee(TEC).
- b. Bidders' authorized representatives can remain present during the bids.
- c. Financial bids of only the technically qualified bidders shall be opened online on a notified date and time, in the presence of bidder's authorized representatives, who chose to remain present.

Bid Validity

All the bids shall be valid for a period of 120 days from the date of tender opening for placing the initial order. However, the rates shall be valid for the initial/extended period of empanelment from the date of empanelment. No request shall be considered for price revision during the empanelment (contract) period. If necessary, IPA will seek extension in the bid validity period beyond 120 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

Evaluation of Bids

- a. When deemed necessary, IPA may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their bid has been accepted.
- b. IPA may waive any minor informality or non-conformity or irregularity in a bid, provided such waiver does not prejudice or affect the relative ranking of any other bidder.
- c. Any effort by a bidder to influence IPA's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
- d. IPA reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or bidders and of any obligation to inform the affected bidders of the grounds for IPA's action and without assigning any reasons.
- e. Arithmetical error will be rectified on the following basis: - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price with quantity, the unit price will prevail and the total price will be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected and EMD forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- f. Printed Conditions mentioned in the tender will not be binding on IPA. If any specific condition is to be accepted it should be specifically mentioned in the tender itself.

Technical Evaluation

The two-stage selection procedure will be adopted for evaluation of the bids. In the first stage, the technical bids will be evaluated by a duly constituted Technical Evaluation Committee (TEC). The first process for the TEC is to examine the eligibility of the bidders as per the tender specifications. Bids of the bidders, not satisfying the eligibility criteria will be rejected. Subsequently, the TEC would examine the technical details and may ask for additional information from the bidders. On request from the TEC, the bidding bidders may have to produce additional information. The time limit, in which the bidders' have to submit additional information, will be decided by the TEC and its decision will be final in this regard. Bids of the bidders failing to adhere to the specified time limit will be rejected.

Financial Evaluation

- a. After approval of the TEC report by the competent authority, the processing of thesecond stage will commence with the opening of the Financial Bids of only the technically qualified Bidders. A TEC would scrutinize the commercial bids. The bids, found lacking in strict compliance to the commercial bid format will be rejected straightaway.
- b. L1 is the agency quoting least percentage of agency charges/ handling fee in the financial bid table. In case two or more agencies quote the same percentage, the agency with the highest turnover taken together for three reference years will be taken asL1.
- c. A panel of three agencies will be kept to service the growing requirements of DEO/TA/Programmer/Management Associates professionals, etc. L2, L3..... in that order will be asked to match L1 rates. Two more agencies, other than L1 agreeing to L1 rates, will be identified to maintain a panel of three agencies. If none of the L2, L3....agree to match L1 rates then L1 alone will be on the panel.
- d. Agency charges quoted by the bidder necessarily has to be over and above zero percent. Further, zero percent included all derivatives of zero up to 0.9999 and thereof. Any agency charges not adhering to the above guidelines should be considered unresponsive and such bid should not be considered.

Award of Contract (Empanelment)

- a. On written communication from IPA for having qualified for empanelment the bidder will sign the contract (letter of empanelment) within 7 days of such communication. Failing which the offer will be treated as withdrawn and EMD forfeited.
- b. IPA will have a panel of three bidders for availing the services during the period of empanelment, which will be initially for two years. Depending on the requirements, IPA may extend the period of empanelment for additional period(s) through mutual consent. The empanelled bidders will have to renew/re-submit the security deposit for the extended period of empanelment.
- c. The bidders selected for empanelment will give Security Deposit of Rs 100,000/- (Rupees One Lakh only) in the form of Bank Guarantee from a Scheduled/Commercial Bank for the duration of the empanelment or extended period, if any, in favor of Indian Ports Association, New Delhi.

Providing Services/Support

- a. For the deployment of professionals, the empanelled bidder, on demand from IPA, shall forward list of eligible candidates from its website. The bidder will post only the recommended candidates. The names of candidates, rejected by the IPA will not be forwarded again for a period of three months.

- b. In case the empanelled bidder fails to submit list of eligible candidates, on demand, to IPA three times in a row, the bidder's empanelment will be cancelled and Security Deposit forfeited.
- c. The bidder will deploy the requisite manpower within 30 days of placing the work order by IPA. Beyond 30 days a penalty of Rs 300/- per day per person will be levied for a period of 10 days and after that the work order will be cancelled and manpower obtained from alternate sources at the risk and cost of the defaulting bidder. The work order cancellation charges will be applicable.
- d. For the manpower deployed, the agency will keep with them proof of identity viz. passport/DL/AdharCard etc. , their present and permanent address (with proof), educational and technical qualification details, specimen signature, two passport size photographs and furnish these details/information to IPA, as and when required.
- e. The agency will issue appointment order to the deployed manpower only after character verification from a gazetted officer. A copy of the appointment order should be endorsed to the CAO/Coordinator. Agency deployed professionals will wear the agency issued I-cards on their person at their respective places of work.
- f. The personnel hired from the agency will report to IPA, who will assign them specific tasks as per job profile given at Annexure - I & IV.
- g. The agencies will ensure that remunerations are given to the deployed professionals in time. Any unjustifiable delay, beyond seven working days from the receipt of the satisfactory performance/attendance report, will attract a penalty as per the penalty clause. It is the responsibility of the agency to procure the performance/attendance report from the coordinator in IPA before end of the month subject to limit of the first week of the succeeding month.
- h. In case of MTSSs/Cooks/Skilled Staff Car Drivers, agency has to pay minimum wages as prescribed by the Government of NCT of Delhi from time to time and other statutory payments prescribed by the Delhi Government from time to time. The agency also to provide two pairs of uniform in summer and two pairs of uniforms along with two sweater(one without sleeves and one full sleeves) in winter as specified by the IPA within 15 days of deployment/specification, whichever be later. The cost of the uniforms upto Rs 5000/- per year will be borne by IPA. This amount will be credited to the saving accounts of MTS, Cooks and Drivers by the agency.
- i. In case any personnel of the Agency is found engaged in doing any work other than the task assigned to him/her or is found not useful to the project or leaves the project without any notice, the agency will arrange the replacement within one week at its own cost, otherwise the penalty will be applicable as per the penalty clauses.
- j. The agency will be responsible for any damage to equipment, property and third party liabilities caused by acts on part of its deployed manpower at IPA's premises. All equipment will be used only for the purpose of carrying out legitimate business of organization and will not be put into any other use. For any established damage the extent of damage as decided by IPA will be final and binding on the agency.
- k. The staff deployed by the agency will maintain office decorum and follow all the office timings for punctuality. They will be courteous, polite and cooperative and able to resolve the problems. The agency will verify the character antecedents before deploying any person at IPA. The agency shall be fully responsible for the antecedents/deeds of its

deployed manpower, hence shall verify the same on its own before deployment of any manpower.

- I. Medical or any other allowances to the staff deployed will not be borne by IPA. It will be the responsibility of the agency.

Penalty for non-performance

- a. The bidder will deploy the requisite manpower within 30 days of placing the work order by IPA. Beyond 30 days a penalty of Rs 300/- per day per person will be levied for a period of 10 days and after that the work order will be cancelled and manpower will be obtained from alternate sources at the risk and cost of the defaulting bidder. Work order cancellation charges will be applicable.
- b. In case of the starting date of work order is from “date of joining” the manpower should be deployed within 30 days from the date of issue of work order. Beyond 30 days a penalty of Rs 300/- per day per person will be levied for a period of 10 days and after that the work order will be cancelled and manpower will be obtained from alternate sources at the risk and cost of the defaulting bidder. Work order cancellation charges will be applicable.
- c. The agencies will ensure that remunerations are given to the deployed manpower/technical professionals in time. Any unjustifiable delay, beyond seven working days from the receipt of the satisfactory performance/attendance report, will attract a penalty @ Rs 500/- (Rupees Five hundred only) per day per person. Beyond seven days IPA reserves the right to cancel the work order and change the agency. In addition to the penalty, work order cancellation charges will be applicable.
- d. The defaulting bidder is liable to pay work order cancellation charges of 10% of Contract value which will be realized through the pending bills or Security Deposit or by raising claims.
- e. In case of levy of 3 cancellations charges of the work orders, the Bidder’s empanelment will be terminated, Security Deposit will be forfeited and work get done from alternate sources at the risk and cost of the defaulting Bidder.

Payment terms

- a. The Payments to the bidders will be made on the basis of the man days of the services provided at IPA premises.
- b. All payments to bidder will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961, penalty for late payments and other taxes if any applicable as per Government of India rules.
- c. The bidder will submit Pre-receipted bills in triplicate by the 15th day of the succeeding month enclosing therewith:

- i. The empanelled bidders will make the payment to their deployed staff; on receipt of a satisfactory performance certificate from the project head/user's authorized representative. The payment will be made for the number of days worked in a month as reported by the project head/user's representative within 7 days of the receipt of such information. This certificate should be sent to IPA along with the bills for reimbursement.
 - ii. The empanelled bidders will submit a copy of the appointment letter issued to the deployed professionals along with the first bill for claiming reimbursement for the services provided to IPA or its clients.
 - iii. Proof of e-Payment to individual's accounts and amount paid to the individual deployed manpower.
 - iv. Agency shall submit documentary evidence of actual expenditure incurred by the individual, for days attending outside duty, duly certified by IPA.
 - v. Pre-receipted bills in triplicate will be raised in terms of man-days. Reimbursement/ Payment will be made within 30 days of submission of completed documents.
 - vi. Location wise pre-receipted bills in triplicate will be raised in terms of man-days for corresponding locations if man power is deployed in different locations as per work-order.
- d. After completion of one year of deployed individual, annual enhancement, as prescribed Financial Bid Form V (A &B), will be admissible.
 - e. Work done on holidays (Saturday, Sunday and general holidays): Manpower should be deployed in holidays only after obtaining prior approval from the competent authority of the IPA. Agency shall pay remunerations to man power for extra days work done on prorated basis and claim. Agency charges will be applicable on remuneration paid for extra work done. For extra work/work done on holidays/Saturdays/Sundays exceeding 30 hours in a month; bio-metric attendance records of the deployed manpower shall be submitted by the agency.

Security

- a. The agency will ensure that no information about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.
- b. The agency or its deployed personnel, by virtue of working on IPA, can't claim any rights on the work performed by them. IPA will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.

Indemnity

- a. The empanelled agency will indemnify IPA of all legal obligations of its professionals deployed in respect of any damages/breach of trust, duties, contract and/or failure in compliances of statutory laws/rules & regulations viz. Provident Fund & Misc. provisions Act, Minimum Wage Act, ESI Act etc.
- b. IPA also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.

Indian Ports Association (IPA)

- a. The selected agency will not, without IPA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of IPA in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only as far as may be necessary for purposes of such performance.
- b. The selected agency will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then IPA will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.
- c. IPA may by written notice sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for IPA's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. IPA reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- d. In the event of the agency's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with IPA, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
- e. All panel agencies automatically agree with IPA for honoring all aspects of fair trade practices in executing the work orders placed by IPA.
- f. The Technical support to the project will be provided throughout the country and the period for which the support is required will be indicated by IPA from time to time.

Termination for Insolvency & Default

Termination for Insolvency

IPA may at any time cancel the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

Termination for default

a. Default is said to have occurred

- If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by IPA.
- If the agency fails to perform any other obligation(s) under the contract / work order.

b. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from IPA (or takes longer period in spite of what IPA may authorize in writing), IPA may terminate the contract / work order in whole or in part. In addition to above, IPA may at its discretion also take the following actions

- IPA may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate IPA for any extra expenditure involved towards support service to complete the scope of work totally.

Force Majeure

a. Force majeure clause will mean and be limited to the following in the execution of the contract / purchase orders placed by IPA:-

- War /hostilities.
- Riot or Civil commotion.
- Earthquake, flood, tempest, lightning or other natural physical disaster.
- Restriction imposed by the Central/State Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.

b. The agency will advise IPA in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, IPA reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

6.0 Arbitration

IPA and the vendor shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute arises between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities

under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the third to be appointed by the Managing Director, IPA, New Delhi and the award of the arbitration, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provision of the Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

7.0 **Applicable law**

The work order shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

Clarification on the date of joining mentioned in work order

- (a) In case of the start date of work order is “date of joining”, the agencies will ensure that manpower deployed will be within 30 days from the date of issue of the work order.
- (b) In case of extended period, if the work order issued with start date as “date of joining”, special permission may be obtained from the competent authority for extension beyond 30 days from the date of issue of the work order.
- (c) If the work order is issued for certain number of man power with start date mentioned as “date of joining”, the agencies will ensure that all manpower deployed will be within 30 days from the date of issue of work order otherwise the deployed number of manpower only permissible.
- (d) Non deployment of manpower within 30 days from the date of issue of the work order, the work order will be treated as cancelled and will attract a penalty @ Rs 300/- (Rupees Two hundred fifty only) per day per person will be levied for a period of 10 days and after that the work order will be cancelled and manpower will be obtained from alternate sources at the risk and cost of the defaulting bidder. Work order cancellation charges will be applicable.
- (e) No work order will be issued as start date as “date of joining”, for earlier work done period.

Other Terms& Condition

1. The Agency shall verify and submit whether any Police records/criminal cases are pending against persons supplied by the Agency. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be verified by the service provider before their deployment after investigation by the local police, collecting proofs of residence and recent photograph and **submit the PVC (Police Verification Certificate) to IPA**. The service provider will also ensure that the personnel deployed are medically fit and will keep record and certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

2. The service provider shall provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately to agency/police and IPA.
3. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of IPA. The service provider shall be responsible for any act of indiscipline on the part of persons developed by him.
4. IPA may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and service provider shall forthwith comply with such requirements.
5. The service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
6. Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
7. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.
8. That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Department.
9. The service provider's person shall not claim any benefit/ compensation / absorption / regularization of services in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.
10. The person deployed through the Agency shall not have any claim of Master & Servant relationship against this office.
11. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
12. The service provider shall engage the necessary person as required by our office from time to time. The said person engaged by the service provider shall be employee of the service provider and it shall be the duty of the service provider to pay their remunerations every month in time. There is no Master & Servant relationship between the employees of the service provider and the IPA, further that the said person(s) of the service provider shall not claim any benefit from IPA. The contractor should not stop the payment of remuneration on account of delays not attributed to the engaged manpower.

- 13.** The transportation, food, medical and other statutory requirement under the exclusive various Acts/Govt. Regulations in respect of each personnel of the service provider will be the responsibility of the service provider. This shall include payment of PF, ESI, and GST etc. However, payments in respect of PF, ESI, Bonus etc. or any such other statutory requirements to the successful contractor shall be made subject to furnishing of proof of such payments to the concerned authorities indicating the PF No., ESI No. etc. of the outsourced persons every month without fail and before submitting bills for the subsequent months. The bill should be for reimbursement of the actual amount to the service rendered by the contractor. Documentary evidence for having deposited PF, ESI in r/o deployed person shall be submitted by the Empanelled Agency to IPA along with their monthly bill.
- 14.** Working hours will be decided by the head of the Department concerned in the interest of the IPA.
- 15.** The service provider will submit the bill in triplicate before end of the respective month latest within the 1st week of following month for payment. The payment will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of non-permissible absence of the manpower.
- 16.** The service provider will provide the required personnel for shorter period also, in case of any exigencies as per the requirement of the office.
- 17.** The service provider shall provide an equivalent substitute well in advance if there is any probability of the person leaving 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.
- 18.** If for any reason the personnel deployed by the service provider proceeds on absence he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The service provider shall provide a substitute in case the absence exceed 3 days or even earlier.
- 19.** Payments to the service provider would be strictly on submission of bio-metric attendance record and/or on certification by the office with which he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
- 20.** The service provider shall be contactable at all times and message(s) sent by E-mail/Fax/Special Messenger/Phone from the centre to the service provider shall be acknowledged immediately on receipt on the same day. The contractor will ensure every day that the required manpower has been complied with.
- 21.** Indian Ports Association reserves the right to cancel the contract at any stage without assigning any reason.
- 22.** However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc. and any amount due to the agency from the IPA shall be forfeited.
- 23.** That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In Case of any dispute on account of the termination of employment or non- employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

- 24.** All disputes and differences arising out or in any way touching or concerning the contract shall be within the jurisdiction of courts in New Delhi.

- 25.** Contact person from the contractor must be available on call basis to solve the day to day issues relating to the issue of the manpower deployed by the service provider.

- 26.** Agency charges/handling fee quoted by the bidder necessarily has to be over and above zero percent. Further, zero percent includes all derivatives of zero up to 0.9999 and thereof. Any agency charges not adhering to the above guidelines shall be considered unresponsive and such bid shall not be considered.

FORM – I
PROFORMA

To,

The Managing Director,
Indian Ports Association,
1st floor, NBCC Place,
B P Marg, Lodi Road,
New Delhi – 110003.

Subject : Providing Manpower Services on Contract Basis.

Sir,

I have read and examined in detail the tender document in respect of providing manpower services on contract basis, do hereby express our interest to provide such services.

Correspondence Details:

- 1) Name of the Company
- 2) Address of the Company
- 3) Name of the contact person to whom all references shall be made
- 4) Designation and address of the person to whom all references shall be made regarding this tender.
- 5) Telephone (with STD Code)
 - a. E-mail of the contract person
 - b. Fax No. (with STD code)

It is certified that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment.

Document framing part of the bid: -

- 1) Form II : Minimum eligibility
- 2) Form III : Prior Experience
- 3) Form IV : Declaration Letter
- 4) Form V (A &B) : Financial Bid
- 5) Earnest Money Deposit & Document Fee
- 6) Letter of authorization (in the name of contract person) representing the company

Thanking you,

Yours faithfully,

(Signature of Authorized Person)

Place _____ Name _____

Date _____ Designation _____

Seal _____

FORM – II
(TECHNICALDETAILS)

MINIMUMELIGIBILITY

a) Name of the Agency:

b) Incorporated as _____ in year _____ at _____

(State Registered Firm, Co-operative Society or Partnership Firm& attach documentary evidence)

c) Whether any Legal Arbitration/proceeding is instituted against the Agency or the Agency has lodged any claim in connection with works carried out by them. If yes, please give details.

d) Whether the agency complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act: Yes/No

e) Agency profile(*)
Address:

Name of the top executive with designation:

TelephoneNo: _____ Mobile : _____

E-mail: _____

Agency's GST No : _____

PAN : _____

Office Strength : Technical: _____ Nos. Administrative: _____ Nos.

f) Turn over from Manpower : (In Rs.Crores)

2018 -19	2019-20	2020-21

g) Please provide following details with proof:

- a. The firm/agency should be registered with GST Department.
- b. The firm/agency should have PAN No. against their name.
- c. The firm/agency must have Provident Fund Account No. in their name.
- d. The firm/agency must be registered for deployment of manpower services under Companies Act, 1956 and /or other applicable local laws viz Labor Department of Government of NCT of Delhi/State Government/Central Government etc.
- e. The firm/agency must have ESI No. in their name.
- f. The firm should have an office in New Delhi.

**FORM III
(TECHNICALDETAILS)**

PRIOREXPERIENCE

(Using the format below, provide information in respect of the each Organisation for whom manpower was provided by the company during the last three years)

- 1) Name of the Company/Firm/Agency along with its address and details of contract to whom manpower was provided
- 2) Type of manpower provided and their number.
- 3) Copies of work orders/Award of work from clients
- 4) Successful completion certificate from clients for the work executed/under execution with Contract Value, Year of Contract, Type/designation of Manpower Categories supplied in execution of contract.

Yours faithfully

(Signature of Authorized Person)

Place _____ Name _____

Date _____ Designation _____

Business Address _____ Seal _____

FORM – IV
DECLARATION

Declaration on official letter head stating the following :

- 1) We are not involved in any litigation that may have an impact or compromising the delivery of service as required under this tender.
- 2) We are not black-listed by any Central/State Government/Public Sector Undertaking in India for the subject work/Job as prescribed in this Tender.
- 3) An undertaking (self-certificate) that the bidder has, in the past have deposited all dues of Provident Fund in respect of Manpower deployed by them, have supplied Provident Fund Statements and ESIC cards to its deployed individuals for the full period of their deployment in various organizations, and shall be responsible for all the acts & obligations under the provisions of Employees Provident Fund & Misc . Act.
- 4) An undertaking to supply all Categories mentioned in Annexure-I, II & III.

Yours faithfully,

(Signature of Authorized Person)

Place: _____ Name: _____

Date: _____

Designation: _____

Business Address _____ Seal _____

Form V (A)
PROFORMA FOR FINANCIAL BID
(in 2nd cover)

Name of the Agency:

Prescribed Monthly Rates for Technical Assistant, Data Entry Operator, Stenographer, Sr. Office Assistant, Office Assistant/Assistant/MTS/Cook/Driver

All figures must be quoted in Rupees

S. No.	Category/ Payment Head	Prescribed payment per month per person (without taxes)*	Annual Enhancement (After completion of 1 year)	Agency Charges (%) of A(X)
X		A	B	C
1	Technical Assistant	18,462	5% of A	
2	Data Entry Operator	18,462	5% of A	
3	Stenographer	24,000	5% of A	
4	Sr. Office Assistant	20,000	5% of A	
5	Office Assistant/ Assistant	18,462	5% of A	
6	MTS/Cook/Skilled Staff Car Drivers	As prescribed by the Government of NCR of Delhi from time to time	Not Applicable	

**IPA reserves the right to pay more than the above prescribed payments to experienced and deserving candidates.*

Note: GST (as applicable from time to time) shall be charged extra.

1. The empanelled agencies will mandatorily pay the prescribed amount to the hired employees. IPA will reimburse amount towards prescribe emoluments and Provident Fund, Employee Insurance or Bonus etc. as per statutory requirement on furnishing of proof of such payments as per provision under clause 13 of RFP.
2. L1 is the agency quoting least percentage of agency charges. In case two or more agencies quote the same percentage, the agency with the highest turnover taken together for three reference years will be taken as L1.
3. A panel of three agencies will be kept to service the growing project requirements of technical professionals. L2, L3.....in that order will be asked to match L1 rates. Two more agencies, other than L1 agreeing to L1 rates, will be identified to maintain a panel of three agencies. If none of the L2, L3....agree to match L1 rates then L1 alone will be on the panel.
4. IPA reserves the right to allocate the business among the empanelled agencies as per preferences, conveniences and the performance of the empanelled agencies.
5. The professionals deputed to work on the projects would observe the working days/hours of IPA. Honorarium, overtime etc, beyond office hours is admissible to the deployed professionals as per rules & regulations of IPA conveyed to agency from time to time. Overtime shall be linked with bio-metric attendance of the deployed manpower, and may be applicable on pro-rata basis. Documentary evidence duly certified by the controlling officer may be submitted by the Agency along with monthly bills
6. Agency charges are not applicable on expenditure paid on outstation duties.
7. For domain experts/specialists for the subject in various discipline such as Law/Finance & Accounts/Engineering (any discipline)/Marketing etc., having experience of more than 10 years, emoluments and role & responsibilities shall be fixed by the competent authority at IPA commensurate with relevant experience and qualification

(Signature of Authorized Person)

Place _____ Name _____

Date _____ Designation _____

Annexure – I

Qualifications & Experience for Technical Assistants and Data Entry Operator (Entire education must have been pursued through a Government recognized institution)

1. Technical Assistant

Job Description:

First line bug fixing and maintenance of Local Area Networks or all electrical, electronics and IT equipment. Assistance in hardware evaluation/testing.

Educational Qualifications & Experience:

- a. Three years diploma in Information Technology / Computer Science / Electronics / Telecommunication / Electrical pursued through a Government recognized polytechnic.
- b. B.Sc in Physics/Electronics either H/w & Networking course or O/A level course of DOEACC, with a minimum experience of one year.

2. Data Entry Operator

Job Description:

Data transcription onto computer amenable formats. Data entry and verification, data validation, reconciliation of validation errors. Project report generation. Preparation of documents, letters and tables, power point presentations, document conversion and computer file handling.

Educational Qualifications & Experience

Any Graduate with English typing speed on computers – 40 words per minute, Proficiency in Microsoft software tools like MS-Word, Excel, Access and Power Point. Or O level course of DOEACC or Equivalent

OR

High school with 6 years experience in MTS staff and knowledge of computer tools like MS-Word, Excel, Access and Power Point.

3. Stenographer

Educational Qualifications & Experience

Any graduate from the recognized Board /University,
Short hand speed – 80 wpm (in English).
Transcription speed of 30 wpm (in English).
Good working knowledge of MS- Office.
Three years experience in relevant field (secretarial assistance).

Desirable Qualification

Degree in Commerce.
Diploma/ Certificate in office management / secretarial practice or equivalent/ similar qualification from Govt. Polytechnic or other reputed institutions.

Job Description:

Takes dictation in shorthand of correspondence, reports, and other matter, and operates Computer to transcribe dictated material. To performs variety of clerical duties.

4 & 5 Sr. Office Assistant / Office Assistant/Assistant

Educational Qualification and Experience:

- a. Degree from recognized university.
- b. Knowledge of office productivity tools like MS-Office.
- c. Six years' experience in relevant field for the post of Sr. Office Assistant and three years' experience for the post of Office Assistant.

Job Description:

- i To assist in discharge of day to day office function.
- ii To carry out all secretarial and related work.
- iii To provide direct support to seniors in managing daily clerical tasks.
- iv Develop and maintain a filing system.

6. Multi-Tasking Staff(MTS)/Cook/Skilled Staff Car drivers

Educational Qualification and Experience:

- a Matriculation
- b Prior experience of one year is required for cooks.
- c In case of Skilled Car driver, valid commercial driving license is mandatory.

Form V (B)

**PROFORMA FOR FINANCIAL BID
(in 2nd cover)**

(Programmer Assistant / Programmer / Senior Programmer / Management Associate / Sr Management Associate / Research Associate/Consultant

Name of the Agency: _____

Rates per month for professional support services

S. No	Category/ Payment Head	Programmer Assistant	Programmer	Senior Programmer	Management Associate	Sr. Management Associate	Research Associate	Consultant
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	Prescribed payment per month (₹)*	18,462	25,500	32,000	32,000	40,000	40,000	50,000
2	Annual enhancement (after completion of 1 year)	5% of SI No1	5% of SI No 1	5% of SI No1	5% of SI No1	5% of SI No 1	5% of SI No 1	5% of SI No 1
3	Agency charges	% of prescribed remuneration						
4	GST	Extra as applicable from time to time						

*IPA reserves the right to pay more than the above prescribed payments to experienced and deserving candidates

- The empanelled agencies will mandatorily pay the prescribed amount to the hired employees. IPA will reimburse amount towards prescribe emoluments and Provident Fund, Employee Insurance or Bonus etc. as per statutory requirement on furnishing of proof of such payments as per provision under clause 13 of RFP.
- L1 is the agency quoting least percentage of agency charges. In case two or more agencies quote the same percentage, the agency with the highest turnover taken together for three reference years will be taken as L1.
- A panel of three agencies will be kept to service the growing project requirements of technical professionals. L2, L3..... in that order will be asked to match L1 rates. Two more agencies, other than L1 agreeing to L1 rates, will be identified to maintain a panel of three agencies. If none of the L2, L3....agree to match L1 rates then L1 alone will be on the panel.
- IPA reserves the right to allocate the business among the empanelled agencies as per preferences, conveniences and the performance of the empanelled agencies.
- The professionals deputed to work on the projects would observe the working days/hours of IPA. Honorarium, overtime etc, beyond office hours is admissible to the deployed professionals as per rules & regulations of IPA conveyed to agency from time to time. Overtime shall be linked with bio-metric attendance of the deployed manpower, and may be applicable on pro-rata basis. Documentary evidence duly certified by the controlling officer may be submitted by the Agency along with monthly bills
- Agency charges are not applicable on expenditure paid on outstation duties.
- For domain experts/specialists for the subject in various discipline such as Law/Finance & Accounts/Engineering (any discipline)/Marketing etc., having experience of more than 10 years, emoluments and role & responsibilities shall be fixed by the competent authority at IPA commensurate with relevant experience and qualification

Date:
Place:

Authorized Signatory:
Name:
SEAL

Educational Qualifications & Experience of Technical Professionals

All graduate degrees/diplomas should be minimum second class pursued through full time course of a Government recognized university/institution.

1. Senior Programmer

- a. Same as for programmer and experience of 3 years as programmer in software development and independently handling of projects.

The experience here means continuous working experience on government projects duly certified by the government organization where the work was performed.

2. Programmer

- a. MCA/BE /B.Tech with specialization in computers/Electronics &Communication
OR
- b. M.Sc. in Computer Science/IT and one year's experience in software development
OR
- c. Masters degree Physics /Mathematics /Statistics /Operations Research /Electronics with either Post Graduate Diploma in Computer Science and one year's experience in software development or two years experience in software development.

For Programmer Assistant: All graduate degrees/diplomas Regular or through correspondence with minimum second class pursued through a Government recognized university/institution.

3. Programmer Assistant:

- a. M.Sc in Computer Science/IT.
OR
- b. Masters degree in Physics/Mathematics/Statistics/Operations Research/ Electronics and one year's experience in software project operations and Maintenance.
- c Graduate in Computer science / IT / Physics / Maths / Statistics / Electronics/ Operations Research with either Post Graduate Diploma in Computer Application and one year's experience in software project operations and maintenance.
OR
Two years' experience in software project operations and maintenance.
OR
BCA with one year experience in software project operations and maintenance.

Educational Qualifications & Experience of Management Professionals

All graduate degrees/diplomas should be minimum second class pursued through full time course of a Government recognized university/institution.

1. Management Associate

- a. MCA / BE /B.Tech.
OR
- b. M.Sc.in Computer Science/IT and one year's experience in software development.
OR
- c. Masters degree Physics /Mathematics/Statistics/Operations Research / Electronics with
Either
Post Graduate Diploma in Computer Science and one year's experience in software development
OR
Two years' experience in software development.
With
Master degree in Business Administration (MBA/PGDM)
- d. Masters degree Economic with Master degree in Business Administration (MBA/PGDM).
- e. LLB, CA, ICWA with Master degree in Business Administration(MBA/PGDM).

2. Senior Management Associate

Same as for Management Associate and experience of 3 years in Techno-managerial skills can handle the execution of project with greater degree of efficiency in technical projects

The experience here means continuous working experience on government projects duly certified by the government organization where the work was performed.

3. Research Associate

- a Graduate degree in Economics or Commerce. Preference will be given to those who possess degree/diploma in Management with good knowledge in MS Office and should have quantitative aptitude.
- b Experience of more than 1 year in data management and analysis in Public/Private sector undertaking etc.

4. Consultant

- a. Graduate degree (in any discipline) with MBA or equivalent from a recognized Institute or University.
- b. 2 years experience in Ports and Shipping Sector.

Job Profile of Technical/Management Professionals

1. Sr. Programmer

- a. Independently handling of system design, software development modules allocation and integration of the modules.
- b. Keeping abreast of the technological advances and application of latest technology tools for software development.
- c. Overall responsibility of a user's application.
- d. Guiding teams of Programmers and Assistant Programmer in meeting the above job profiles.

2. Programmer:

- a. Software maintenance of the existing applications and developing new applications.
- b. Guidance to Assistant programmer on project operations and software development.
- c. Maintaining user defined time schedules of software development.
- d. Preparation of system and operations manuals for the application software.
- e. Preparation of training manuals and scheduling user's training.
- f. Act as a system administrator by allocating/removing redundant user-id and passwords.
- g. Ensuring strict compliance to the back-up schedules.
- h. Coordination with maintenance agencies to handle situations like network viruses, hard disk crashes etc.
- i. Day to day coordination with the user for software maintenance.

3. Assistant Programmer:

- a. Independently handling the software project operations on the client machines.
- b. Front-end application software development.
- c. Update the front-end software using the patches supplied by the project in charge.
- d. Scheduled report generation.
- e. Supervision of Input/output to the projects being handled.
- f. Removal of viruses.
- g. Coordination with maintenance agencies and providing first line of maintenance.
- h. Net browsing to address subject specific queries of the users.
- i. Project training and computer basics training to user officials.

4. Senior Management Associate:

- a. Process checks and improvements.
- b. Study/analyze the project requirement
- c. Provide guidance to team members and other colleagues
- d. Perform checks on the work done by subordinates
- e. Identify and resolve common problems and potential risk issues across projects.
- f. Monitor projects to ensure timely updates and performance reporting process
- g. Improve project management capabilities, knowledge, competence, and skills
- h. Prepare pre-delivery inspection schedules.
- i. GAP analysis and Process Improvement.
- j. Risk Analysis and remedies.
- k. Timely meeting with the stakeholders.
- l. Performance reviews
- m. Management /reviews.
- n. Team handling, training and interviews/ screening of new entrants.

5. Management Associate

Management Associate having Techno-managerial skills can handle the execution of project with greater degree of efficiency in technical projects. Role of a Management Associate comprise of the following:

- a. Address day to day adhoc activities related to project management office.
- b. Provide oversight to ensure projects are in compliance with established standards.
- c. Standardize project management processes and documentation.
- d. Provide up-to-date status reporting to executive management.
- e. Conduct post project reviews and lessons learned
- f. Implement continuous improvement to the overall project management process
- g. Check and Draft proposals, note sheet, annexure and amendments.
- h. Prepare draft of letters and emails
- i. Put up letter/note sheet to user/coordinators/vendors/etc.
- j. Follow up with vendors for timely delivery/installation of material/ services and deployment of resources.
- k. Design, Update and Maintain MIS as per the requirement of organization.
- l. Analyze and propose Change Requests to the management.
- m. Act as a communication bridge among user/ coordinators/vendors/management.

6. Research Associate

- a. To assist in Port sector analysis/ research and traffic forecasting. Data analysis and Management.
- b. To assist in cost benefit analysis and appraisal of projects, research and analysis on Port efficiency parameters.
- c. Any other work assigned by Managing Director/Transport Economist/Adviser and Deputy/Assistant Director from time to time.

7. Consultant

- a. Build sector expertise and analyze relevant regulations and policies
- b. Prepare research material, reports, presentations etc. related to the sector and relevant investment opportunities
- c. Build strategies for promoting investments in the sector and address queries from interested investors and stakeholders
- d. Assemble briefing materials on ongoing relevant projects and prepare presentations
- e. Content writing and creative work for enhancing visibility of various projects and schemes
- f. Any other work assigned by the controlling officer from time to time

Appendix-I

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at

<https://eprocure.gov.in/eprocure/app>

- 1) Possession of valid Digital Signature Certificate (DSC) and enrollment/registration of the contractors/bidders on the eProcurement/ e-tender portal is a prerequisite for e-tendering.
- 2) Bidder should do the enrollment in the eProcurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the bidders should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the contractors/bidders through email id provided.
- 3) Bidder need to login to the site through their user ID/ password chosen during enrollment/registration.
- 4) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- 5) The DSC that is registered only should be used by the bidder and should ensure safety of the same.
- 6) Contractor/Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- 7) After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
- 8) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- 9) Bidder then logs in to the site through the secured log in by giving the user id/ password chosen during enrolment/registration and then by giving the password of the eToken/Smart Card to access DSC.
- 10) Bidder selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.
- 11) From my tender folder, he selects the tender to view all the details indicated.

- 12) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- 13) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/zip/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with 100 dpi with black and white option. However, if the file size is less than 1 MB the transaction uploading time shall be very fast.
- 14) If there are any clarifications, this may be obtained through the site, or during the pre-bid meeting if any. Bidder shall take into account the corrigendum published from time to time before submitting the online bids.
- 15) The Bidders can update well in advance, the documents such as certificates, annual report details etc., under My Space option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16) Bidder should submit the Tender Fee/ EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission due date & time for the tender. Scanned copy of the instrument shall be uploaded as part of the offer.
- 17) While submitting the bids online, the bidder reads the terms & conditions and accepts the same to proceed further to submit the bid packets.
- 18) The bidder has to select the payment option as offline to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
- 19) The details of the DD/any other accepted instrument, physically sent, must tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise submitted bid will not be acceptable.
- 20) The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- 21) The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid shall be rejected.
- 22) If the price bid format is provided in a spread sheet file like PDF_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/PDF template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.

- 23) The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA shall not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number, given by the system must be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
- 24) The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders must follow this time during bid submission.
- 25) All the data being entered by the bidders must be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered shall not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
- 26) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 27) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
- 28) The bidder must logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
- 29) For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely for any further queries, the bidders are asked to contact over phone: 0120-4200462, 0120-4001002 and 8826246593 or send a mail over to cphp-nic@nic.in ; support-eproc@nic.in.
