सत्यमेव जयते

# Request for Proposal for Hiring Agency/Agencies for Providing Manpower Support for Census of India, 2021 and Updation of National Population Register

## SOUTH ZONE

2021

**Government of India**
**Ministry of Home Affairs**
**Office of the Registrar General and Census Commissioner, India**
**West Block – I, R. K. Puram, New Delhi -110066**

## Disclaimer

This Request for Proposal (RFP) is issued by Registrar General and Census Commissioner, India, Ministry of Home Affairs, Government of India for selection of agency, to provide the manpower on contract basis for conducting various surveys.

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither Registrar General and Census Commissioner, India, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, rationality or wholeness of, or for any errors, omissions or misstatements, negligent or otherwise, information contained herein, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of Office of the Registrar General and Census Commissioner, India. It does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation, the regulatory regime which applies thereto and by and all matters pertinent to the assignment and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the engagement.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the Manpower Services requirement. Such statements, estimates, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of the Office of Registrar General and Census Commissioner, India, which (the assumptions and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

Office of Registrar General and Census Commissioner, India, shall be the sole and final authority with respect to qualifying a bidder through this RFP. The decision of Office of Registrar General and Census Commissioner, India, in selecting the Agency who qualifies through this RFP shall be final and Office of Registrar General and Census Commissioner, India, reserves the right to reject any or all the bids without assigning any reason. Office of Registrar General and Census Commissioner further reserves the right to negotiate with the selected Agency to enhance the value through this engagement and to create a more amicable environment for the smooth execution of the engagement.

## GLOSSARY

A glossary of the different acronyms used in the document is given below with reference to individual acronyms. These are to be used in relation to the interpretation of the acronyms mentioned in the RFP.

| Acronym | Definition |
|---|---|
| DA | Daily Allowances |
| EMD | Earnest Money Deposit |
| EPF | Employee Provident Fund |
| ESI | Employees' State Insurance |
| FDR | Fixed Deposit Receipt |
| GFR | General Financial Rules (Government of India) |
| GIS | Geographical Information System |
| GoI | Government of India |
| GST | Goods and Services Tax |
| ORG&CCI | Office of Registrar General and Census Commissioner, India |
| NIT | Notice Inviting Bid |
| NSIC | National Small Industries Corporate |
| DCO | Directorate of Census Operations |
| PAN | Permanent Account Number |
| PAO | Pay and Accounts Officer |
| PLFS | Periodic Labour Force Survey |
| PSU | Public Sector Undertaking |
| RFP | Request for Proposal |
| TA | Travel Allowances |
| TEC | Technical Evaluation Committee |
| TDS | Tax Deduction at Source |
| IT | Information Technology |
| Admn | Administration |
| EDP | Electronic Data Processing |
| MPA | Manpower Providing Agency |
| BG | Bank Guarantee |
| VS | Vital Statistics |
| CRS | Civil Registration System |
| SRS | Sample Registration System |
| MCCD | Medical Certification of Cause of Death |
| SoW | Scope of Work |
| NPR | National Population Register |
| NRC | National Register of Citizen |

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No.A-11018/01/2019-Ad-V
Government of India
Ministry of Home Affairs
Office of Registrar General & Census Commissioner, India
(Administration Division)

New Delhi the 6th of August 2019

## e- NOTICE INVITING BIDS

On behalf of President of India, e-Bids are invited through Central Public Procurement Portal (CPPP) www.eprocure.gov.in in 'two-bid' system with Technical and Financial bids separately from reputed, experienced and financially sound Manpower Supplying Agencies.

2. The selected agency/agencies is/are required to provide 26 Senior Consultants and 354 Junior Consultants for Census 2021and updation of NPR for locations in the South Zone, on purely contract basis, initially for a period of one year, further extendable based on need and performance. The requirement of the manpower may substantially change (increase or decrease) as per the requirement for various activities relating to Census 2021 and updation of NPR. The requirement of manpower in various zones is given in Section 3.4 of the RFP. Separate bids are to be submitted for each zone.

3. The field work of Census 2021 and updation of NPR will be operationalized from the Directorates of Census Operations located in the South Zone. The list of offices where contractual personnel are required may be seen at Section 3 Scope of Work of the RFP document, which is available on Ministry's website at www.censusindia.gov.in or www.eprocure.gov.in. Interested agencies capable of supplying required personnel may submit their bids complete in all respects along with supporting documents in respect of their proven experience in supply of personnel.

4. The interested agencies may submit their bid document complete in all respects along with Earnest Money Deposit (EMD), (except those who are registered with the Central Purchase Organisation, National Small Industries Corporation/MSME), refundable without interest, in the form of Demand Draft/Pay Order, Fixed Deposit Receipt, banker's cheque or bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of Pay and Accounts Officer, Census India, New Delhi or hypothecated in favour of PAO, Census, New Delhi. The details are mentioned in section 4 of RFP document. The bid will comprise of Technical as well as financial bids separately. Bid and relevant documents may be seen on the website **www.censusindia.gov.in**, as well as **www.eprocure.gov.in**. Submission of Bids will be only through **www.eprocure.gov.in** within specified date indicated in the details available on the website. Manual submission is not acceptable

5. GFR-2017 and GOI's Manuals/Guidelines on procurement are integral part of RFP.

(Pankaj Kumar Devrani)
Under Secretary to the Government of India
Tele:011-26107616
Email: pankajdevrani.rgi@gov.in

## Introduction

### 1.1.Bidding Data Sheet

| | |
|---|---|
| RFP Issuing Authority | Office of Registrar General and Census Commissioner, India, Ministry of Home Affairs, Government of India. |
| Name of the Project Work | Request for Proposal for Selection of Agency to Provide Manpower on Contract Basis for Census 2021 and updation of NPR in the Office of Registrar General and Census Commissioner, India and various Directorates of Census Operations located in **South Zone** |
| Date of publishing of eNotice Inviting Bids (NIT) | **7th August 2019** |
| Bid Reference No | No.A11018/01/2019-Ad V |
| Place of availability of Bid Documents (RFPs) | ORGI website www.censusindia.gov.in and www.eprocure.gov.in |
| Place of uploading of response to Bid | www.eprocure.gov.in |
| Cost of bid Documents | Free of Cost |
| Bid processing fee | Free of Cost |
| Earnest Money Deposit (EMD) | EMD amount is mentioned in the Section 4.8 EMD. The EMD will be refundable without interest and will be in the form of Demand Draft/Pay Order, Fixed Deposit Receipt, banker's cheque or bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of Pay and Accounts Office, Census, New Delhi or hypothecated in favour of PAO, Census New Delhi. |
| Address for sending the EMD | Under Secretary,<br>Office of the Registrar General and Census Commissioner, India, Ministry of Home Affairs, Room No.211, 2nd Floor, West Block -1, R, K, Puram, New Delhi 110066 |
| Address to send Pre bid queries | Under Secretary,<br>Office of the Registrar General and Census Commissioner, India, Ministry of Home Affairs, Room No.211, 2nd Floor, West Block -1, R, K, Puram, New Delhi 110066<br>Email id: pankajdevrani.rgi@gov.in |
| Nature of bid process | Two bid system (simultaneous receipt of separate technical and financial bids) |

| | |
|---|---|
| Last Date for Submission of written questions by bidders for clarification on NIT | **14th August 2019, 11:00 AM** |
| Date and Time of Pre-bid conference | **16th August 2019, 11:00 AM** |
| Venue for Pre-bid meeting | Conference Room, Ground Floor, Office of Registrar General and Census Commissioner, India, West Block -1, R. K. Puram, New Delhi 110066 |
| Last date and time for submission of e-Bid (only through eprocure.gov.in) | **28th August 2019, 11:00 AM** |
| Validity of Proposal/Bid | 180 Days from the Last Date of Submission of the Bid |
| Method of Selection | Least Cost System - LCS |
| Date and Time of Opening of Technical bid | **29th August 2019, 2:00 PM** |
| Address for communication | Pankaj Kumar Devrani, Under Secretary,<br>Office of the Registrar General and Census Commissioner, India, Ministry of Home Affairs, Room No. 211, 2nd Floor, West Block -1, R, K, Puram, New Delhi 110066 |

**Note**

- Registrar General and Census Commissioner, India reserves the right to change any of the above schedule of bidding process.
- The changes in the schedule will be intimated to the qualified Bidders through email or Telephone.

### 1.2. Objective of the RFP

The primary objective of this RFP is to solicit proposals from the pre-qualified bidders, for participation in a bid process for Selection of Agency to Provide Manpower on Contract Basis for Census 2021 and updation of NPR in the Office of Registrar General and Census Commissioner, India and various Directorates of Census Operations located in **South Zone**. The selected Agency will be responsible for providing the necessary manpower as outlined in the scope of work of this RFP to Registrar General and Census Commissioner, India for a period of one year from the award of work order and extendable up to 31st March 2022, subject to satisfactory performance of the work. Office of the Registrar General and Census Commissioner, India, Ministry of Home Affairs, is looking forward to accomplish the work as outlined in this RFP as per Industry best practices. The RFP intends to bring out the details with respect to scope of work that are deemed necessary to share with the interested bidders.

## 2. ORGI Introduction

### 2.1. About ORGI

The Office of Registrar General & Census Commissioner, India (ORG&CCI) is an attached office of the Ministry of Home Affairs and has currently 36 offices all over the country. Besides the Head Office at New Delhi and the Language Division at Kolkata, 34 offices are located in States/UTs and are known as Directorate of Census Operations (DCOs). One of the main responsibilities of ORG&CCI is to conduct decennial Census of India.

The Indian Census is the largest single source of a variety of statistical information on different characteristics of the people of India. With a history of more than 130 years, this reliable, time tested exercise has been bringing out a veritable wealth of statistics every 10 years, beginning from 1872 when the first census was conducted in India non-synchronously in different parts. To scholars and researchers in demography, economics, anthropology, sociology, statistics, geography and many other disciplines, the Indian Census has been a fascinating source of data. The rich diversity of the people of India is truly brought out by the decennial census which has become one of the tools to understand and study India.

The responsibility of conducting the decennial Census rests with the Office of the Registrar General and Census Commissioner, India under Ministry of Home Affairs, Government of India. It may be of historical interest that though the population census of India is a major administrative function; the Census Organisation was set up on an ad-hoc basis for each Census till the 1951 Census. The Census Act was enacted in 1948 to provide for the scheme of conducting population census with duties and responsibilities of census officers. The Government of India decided in May 1949 to initiate steps for developing systematic collection of statistics on the size of population, its growth, etc., and established an organisation in the Ministry of Home Affairs under Registrar General and ex-Officio Census Commissioner, India. This organisation was made responsible for generating data on population statistics including Vital Statistics and Census. Later, this office was also entrusted with the responsibility of implementation of Registration of Births and Deaths Act, 1969 in the country and creation of National Population Register (NPR).

Conduct of the Census is a role assigned to Government of India, under the Constitution. The Indian Census has a rich tradition and enjoys the reputation of being one of the best in the world. The first Census in India was conducted in the year 1872. This was conducted at different points of time in different parts of the country. In 1881 a Census was taken for the entire country simultaneously. Since then, Census has been conducted every ten years, without a break in spite of several adversities like wars, epidemics, natural calamities, political unrest, etc. This mammoth administrative exercise of collection of micro level data for the entire country, requiring huge commitment of manpower and material resources, is conducted by the Government of India every ten years with the active support of States/UTs. Census, 2021, being conducted now, is the sixteenth in this unbroken series since 1872 and the eighth after independence.

Besides 34 DCOs located in States/UTs, the ORG&CCI has the following divisions in its Headquarters located at New Delhi:-

(i) Census Division
(ii) NPR/NRC Division
(iii) Data Processing Division
(iv) Vital Statistics Division (CRS, SRS, MCCD)
(v) Social Studies Division
(vi) Demography and Training Division
(vii) Language Division (Kolkata)
(viii) Administration Division

(ix) Map Division
(x) Printing Division
(xi) हिंदीअनुभाग
(xii) Data Dissemination Unit

Census, 2021 is being conducted in two phases, namely: -

i) Houselisting and Housing Census – April to September, 2020. During this phase, the buildings, houses and households are identified and systematically listed. Apart from listing of houses, data on the nature of housing stock, amenities available to the households and certain assets possessed by the households are collected.
ii) Population Enumeration – 9th February to 5th March 2021. During this phase each person is enumerated and her/his individual particulars are collected. Individual particulars include details on age, sex, educational status, religion, mother tongue, languages known, disability, social status (whether SC/ST), occupation, migration and fertility. Enumeration will be done from 9th - 28th February, 2021 and revision round from 1st -5th March, 2021.

The Census process involves visiting each and every household and canvassing separate questionnaire for House listing& Housing Census and Population Enumeration. In this Census, canvassing through mobile application is also being introduced.

The Post-Census operations call for tabulation of the data collected during Census, in proper format, at the earliest, with high level of accuracy, to make it available for use by all concerned. To transfer the data from the paper schedules to computer readable and editable electronic form, the entire lot of Census schedules is scanned and processed using Image Based Intelligent Character Recognition (ICR) Technology. In Census 2021, besides paper schedules, use of mobile application designed by ORG & CCI will also be put into use for the first time Census history.

National Population Register (NPR):-The National Population Register (NPR) is a Register of usual residents of the country. It is being prepared at the local (Village/sub-Town), sub-District, District, State and National level under provisions of the Citizenship Act 1955 and the Citizenship (Registration of Citizens and issue of National Identity Cards) Rules, 2003. It is mandatory for every usual resident of India to register in the NPR. A usual resident is defined for the purposes of NPR as a person who has resided in a local area for the past 6 months or more or a person who intends to reside in that area for the next 6 months or more. The objective of the NPR is to create a comprehensive identity database of every usual resident in the country. The database would contain demographic as well as biometric particulars. The data for National Population Register was collected in 2010 alongwith the houselisting phase of Census of India 2011. The updation of this data was done during 2015 by conducting door to door survey. Further updation will be done alongwith houselisting phase of Census 2021.

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## Schedule of Requirements

### 3. Scope of Work

The Scope of Work (SoW) contains the expectations of ORGI from the agency with respect to providing the manpower on contact basis. It also contains the job description of the required human resources, approximate initial count of manpower requirement in various DCOS, the details of the minimum qualification and experience of the desired human resources and the details of locations/offices in the country where these contractual resources would be deployed.

### 3.1. Background Information

a) ORG&CCI under the Ministry of Home Affairs, is broadly responsible for conducting the decennial Census which happens to be one of the largest administrative exercises in the world. The organization also conducts surveys on population statistics and those relating to registration of births and deaths and other vital statistics. The field work of house listing and housing census and population enumeration is done within a notified period, through scientifically designed structured schedules of inquiries, through its network of offices located in States and UTs throughout the length and breadth of the country. The ORG&CCI has its Headquarters located at New Delhi and 34 Directorates of Census Operations (DCOs)

b) The primary field work relating to collection of data is done by a Statistical cadre officers. The supervision of the data collected by the primary field staff is done by the supervisory officers of DCOs. The EDP division is primarily entrusted with creating, Census Data for user process. Apart from the technical work related to the census, the administrative work of the Division is done by the secretarial personnel. In connection with Census 2021 and updation of NPR s 2021 work, ORG&CCI requires additional manpower with suitable educational qualification and experience for meeting the manpower requirement of ongoing and additional work as well as for any other work undertaken by ORG&CCI requiring augmentation of existing manpower.

### 3.2. General Scope of Work

a) ORG&CCI intends to select and engage agency/agencies, in South Zone, to assist ORG&CCI in providing manpower for Census and updation of NPR 2021 and related work on contract basis. The contractual staff will be used by ORG&CCI for the field and office work related to Census 2021 and updation of NPR, including data collection, processing, mapping, supervision, and administrative support.

b) The ORG&CCI aims to engage personnel with requisite qualifications, age, experience, etc. for above purpose purely on contract basis for a specific and extendable period through selected agency/agencies. The persons to be engaged will support ORG&CCI in the work like data collection, supervision and administrative support. The persons to be engaged, on contract basis, would be designated as Junior Consultants and those mainly for supervisory work would be designated as Senior Consultants. The details of the expected routine work of the contractual staff and obligatory educational qualifications and skills are provided in section 3.4 "Job Description and Required Quantity".

c) Manpower would be deployed in ORG&CCI Headquarters and DCOs throughout the country. The details of the locations where the manpower would be deployed are provided in the section 3.6 "Manpower Deployment Locations". DCOs will utilize the service of provided manpower for Census and related activities within their administrative jurisdiction.

d) The contract with the agency/agencies found suitable will initially be for a period of one year from the award of work order and extendable maximum up to 31st March 2022 subject to the satisfactory performance of the work. The ORG&CCI, however, reserves right to terminate/curtail the contract at any time after giving one month's notice to the selected service providing agency/agencies owing to deficiency of service, substandard quality of manpower deployed, breach of contract etc.

e) The ORG&CCI has initial requirement of personnel as detailed in Section 3.4 "Job Description and Required Quantity" which may substantially increase or decrease during the contract period with the increase and decrease in the item/work, for which the manpower is intended to be engaged.

f). The various crucial dates relating to the Bid are available in section 1.1 "Bid data sheet". ORG&CCI reserves the right to cancel the Bid at any stage without assigning any reason.

**3.3. Responsibilities of Selected Agency**

a) The Agency shall ensure that the individual personnel deployed in the ORG&CCI conforms to the technical specifications of age, educational qualifications and experience prescribed at Section 3.4 "Job Description and Required Quantity" of the Bid Document.
The Agency shall furnish the following documents in respect of the individual personnel who will be deployed at the Headquarters and field offices (DCOs) before the commencement of work:

a. List of persons deployed;
b. Bio-data of the persons along with the certificates in respect of educational/professional qualifications etc.
c. Attested copy of matriculation certificate containing date of birth.
d. Certificate of verification of antecedents of persons by local police authority.
e. Detailed proof of identity like Aadhaar number, driving license, bank account details, proof of residence and recent photograph of the personnel deployed by the agency in ORG&CCI and DCOs.
f. Certification of Health of the personnel by Competent Medical Authorities.

b) The Agency shall ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.

c) The Agency shall provide Photo Identity Cards to all the outsourced employees with a note in suitable form that the employee is personnel engaged for work for ORG&CCI.

d) The Agency shall be responsible for proper conduct of its personnel in ORG&CCI office premises. In case of any loss/ damage, theft etc. to the property of ORG&CCI which is caused by the personnel deployed by the Agency, the Agency will either be liable to make good the loss on the basis of the value of the property as determined by the ORG&CCI or the same shall be recovered from the performance guarantee/ monthly payments due to the Agency.

e) The Agency's personnel working with ORG&CCI should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the Agency commit any act of omission/ commission which amounts to misconduct/ indiscipline/ incompetence, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work.

f) The respective Agency shall replace immediately any of its personnel who is found unacceptable to the ORG&CCI because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the concerned office of the ORG&CCI. It will be the responsibility of the Agency to provide a suitable substitute within five working days. The delay in providing a suitable substitute beyond five working days would attract a penalty @ Rs. 2000/- per day per person on the second party.

g) The personnel deputed to ORG&CCI shall not be changed unilaterally by the Agency in any circumstances unless there is a specific consent/request from the concerned office of the ORG&CCI in writing.

h) Agency shall nominate a coordinator for ORG&CCI and for concerned DCOs, who will be responsible for interacting with ORG&CCI in all matters related to staff outsourced by respective Agency including submission of bills, submission of certificates related to statutory authorities/ payments, providing

replacements on time-bound basis. The coordinator will also be responsible for ensuring attendance of outsourced staff in ORG&CCI Hqrs and in concerned DCOs.

i) The Agency will be responsible to provide a suitable substitute in the event of absence of personnel for more than five working days due to reasons viz. illness, leaving the job due to his/ her personal reasons etc. The delay in providing a substitute beyond five working days from the date of intimation to second party would attract a penalty @ Rs.2000/- per day per person on the service providing agency.

j) It will be the responsibility of the Agency to meet transportation, food, medical and any requirements in respect of the persons while travelling to join the concerned offices of ORG&CCI and ORG&CCI will have no liability in this regard.

k) For all intents and purposes, the Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the ORG&CCI. The persons deployed by the agency/agencies in the ORG&CCI shall not have claims of any Master and Servant relationship against ORG&CCI.

l) The Agency shall be solely responsible for the redressal of grievance/ resolution of disputes for settlement of such issues whatsoever.

m)The Agency will be responsible for compliance of all statutory provisions related to minimum wages, Provident Fund, and Employees State Insurance, Service Tax etc. in respect of persons deployed by it in the ORG&CCI.

n) The Agency shall also be liable for depositing all taxes, levis, cess etc. on account of service rendered by it to ORG&CCI to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case the Agency fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the ORG&CCI is put to any loss/ obligation, monetary or otherwise, the ORG&CCI will deduct the same from the monthly bills and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

o) The Agency shall maintain all statutory registers under the Law. The Agency shall produce the same, on demand, to the concerned authority of the ORG&CCI or any other authority under Law.

p) The Tax deduction at source (T.D.S.) shall be made as per the provisions of Income Tax Department/any other department, as amended from time to time and a certificate to this effect shall be provided to the Agency by the ORG&CCI.

q) The Agency shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required. The payment to personnel by the Agency would be made on or before the 15$^{th}$ day of the following month. In case the 15$^{th}$ day being a holiday, monthly remuneration should be paid on the preceding working day of the month. The Agency will ensure the remittance of the salary to the personnel deployed by them in ORG&CCI through Bank Account and a copy of the bank statement will be furnished to the office concerned every month along with the bills for the subsequent month.

r) The Agency will be responsible to submit the Proof of challan /receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund, ESI and proof of payment towards other statutory dues for previous months along with the bills of current month. Otherwise, a certificate from a Registered Chartered Accountant should be furnished quarterly to the effect that all statutory requirements are complied with in respect of staff outsourced by the Agency to ORG&CCI. In case of any default, ORG&CCI will deduct the dues and release the balance amount to the Agency.

s) The ORG&CCI shall not be responsible for any financial loss or other injury to any person deployed by Agency in the course of their performing the functions/ duties, or for payment towards any compensation.

t) The persons deployed by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees of the ORG&CCI during the currency and after expiry of the contract.

u) In case of termination of this contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any continuation/absorption in the regular/ otherwise capacity in the ORG&CCI.

v) The Agency will be responsible for managing the leaves of the employees. The leaves should be managed in such a way that it will not hamper ORG&CCI's ongoing work. The Agency will manage the leave facilities to contractual staff as per Government rules in vogue for the contractual staff hired through agency.

w) In the event of any fraud or tampering of documents being found, the candidate and agency shall be equally liable for appropriate legal action.

x) In case the agency identified as L1 quotes a service charge higher than the service charges at which it is already providing services in the concerned zone, the lower service charge would be considered for award of contract.

### 3.4. Required Quantity, Job Description and Eligibility of Manpower:-

#### A) Required Quantity

During Census operations, collection of data is done by ORG&CCI from all households, in rural and urban areas of the country by using paper schedule. In Census 2021 and updation of NPR, house listing and enumeration will also be done using mobile application developed by ORG&CCI for capturing data from the respondents. The selected agency will have to provide manpower under different categories viz. Statistical, IT, Map and Administrative Staff as mentioned in the tables below:-

**1. South Zone**

| Sl. No. | Name of DCO | Stat. | | IT | | Map | | Admn. | | Total | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | Sr Cons. | Jr. Cons. | Sr Cons. | Jr. Cons. | Sr Cons. | Jr. Cons. | Sr Cons. | Jr. Cons. | Sr Cons. | Jr. Cons. |
| 2 | Andhra Pr. | 2 | 28 | 3 | 20 | | 2 | | 9 | 5 | 59 |
| 3 | A&N Island | 1 | 9 | | 1 | | | 1 | 2 | 2 | 12 |
| 4 | Goa | 1 | 13 | | 2 | | | | 2 | 1 | 17 |
| 5 | Kerala | 1 | 12 | 2 | 20 | | 2 | 1 | 5 | 4 | 39 |
| 6 | Karnataka | 2 | 35 | 3 | 31 | | 2 | | 10 | 5 | 78 |
| 7 | Puducherry | 1 | 6 | | 1 | | | | 1 | 1 | 8 |
| 8 | Telangana | 1 | 25 | 2 | 19 | | 2 | | 7 | 3 | 53 |
| 9 | Tamil Nadu | | 32 | 5 | 31 | | 3 | | 13 | 5 | 79 |
| 10 | Lakshadweep | | 6 | | 1 | | | | 2 | | 9 |
| | **Total** | **9** | **166** | **15** | **126** | | **11** | **2** | **51** | **26** | **354** |

*Note:*

*(i) Number as well as places where manpower would be required may change from time to time.*

*(ii) Separate bids are to be made for each zone.*

*(iii) Bidders are allowed to bid for deployment of resource in any one or more zones mentioned above.*

*(iv) However, the bidder should have an office operational for the last one years within the jurisdiction of the zone for which bidding is being done.*

*(v) The addresses of the DCOs are provided in Annexure D*

**B) Duties and Responsibilities of hired personnel:**

An illustrative list of responsibilities to be discharged by the manpower to be provided by the Agency/Agencies is given below:

| S. NO. | CATEGORY | ROLES & RESPONSIBILITIES |
|---|---|---|
| 1. | Senior Consultant | (i) Co-ordination with the Headquarters Office of RGI, Directorates of Census operations(DCOs), Data Centers located in the DCOs, Departments of States/ UTs, other Government agencies and various field functionaries, as the case may be, in various matters relating to Census, 2021 and updation of NPR;<br>(ii) Planning, monitoring and supervision of activities of personnel/agencies concerned with the above work;<br>(iii) Undertaking regular inspection and field visits for proper monitoring of work and for ensuring quality of data/inputs to be provided by the field functionaries;<br>(iv) Tabulation/Compilation/Analysis of data/inputs/abstracts received from the field functionaries and drafting reports based on the same as and when required.<br>(v) The consultants engaged for EDP work, in addition to the item (i) to (iii) above will also be responsible for work relating to data processing (including system analysis and design), software development/computer application development, management of data dissemination, network administration etc.<br>(vi) The consultants engaged for Map relating work will in addition to the item (i) to (iii) above be responsible for coordinating/implementing the Cartographic work in ORGI Headquarters and DCOs;<br>(vii) The consultants engaged for work relating to administration will, in addition to the item (i) to (iii) above be responsible for supervision of Administrative/Establishment/Accounts related work ORGI Headquarters and DCOs and maintenance/updation of relevant records. |
| 2. | Junior Consultant | (i) Undertake the tasks relating to the Census, 2021 and updation of NPR as assigned by the respective Controlling Officer/Supervisor.<br>(ii) Co-ordination with functionaries of the respective divisions of the Headquarters Office of RGI, Directorates of Census operations(DCOs), Data Centers located in the DCOs, Departments of States/ UTs, other Government agencies and various field functionaries, as the case may be in the matters relating to the tasks assigned. Undertaking regular inspection and field visits for proper monitoring of work and for ensuring quality of data/inputs to be provided by the field functionaries relating to the tasks assigned to her/him.<br>(iii) Tabulation/Compilation/Analysis of data/inputs/abstracts relating to the tasks assigned to her/him. |

| | | |
|---|---|---|
| | | (iv) The consultants engaged for EDP, in addition to the item (i) to<br>(v) (iii) above will also be responsible for work relating to data entry/processing, software computer application development, management of data dissemination, network administration etc. as assigned to them.<br>(vi) The consultants engaged for Map relating work will in addition to the item (i) to (iii) above be responsible for implementing the Cartographic work in ORGI Headquarters and DCOs<br>(vii) The consultants engaged for work relating administration will, in addition to the item (i) to (iii) above be responsible for processing of Administrative/Establishment/Accounts and Secretarial work in ORGI Headquarters and DCOs and maintenance/updation of relevant records. |

*Note:*

1. *The above list of responsibilities is only illustrative. The senior/junior consultants will be responsible for carrying out any other task including desk job/administrative/secretarial work as considered necessary and assigned by the concerned controlling officers.*
2. *The consultants will provide deliverables to ORG&CCI/DCOs emanating as a consequence of their assigned responsibility.*
3. *The consultant will work under guidance and supervision of ORG & CCI Headquarters/the DCOs office as the case maybe.*
4. *The ORG&CCI is a Central Government office and follows five working days during the week (i.e. Monday to Friday) from 09:30 hrs to 18:00 hrs with a lunch break of ½ hour from 13:30 hrs to 14:00 hrs.*
5. *Besides this, the ORG&CCI also observes Gazetted holidays notified by the Government of India from time to time. However, the working hours in the field may be rescheduled as per field requirement and personnel may have to report for work occasionally on weekend or holidays. No compensatory leave or allowance will be paid for these occasional duties.*
6. *The workers supplied by the contactor shall adhere to the working time of each unit/office/location where they are employed.*
7. *The manpower so deployed shall have to adhere to punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted. In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, proportionate deduction for one day will be made.*
8. *The Agency will be responsible for managing the leaves of the employees. The leaves should be managed in such a way that it will not hamper the ORG&CCI's ongoing work. The Agency will manage the leave facilities to contractual staff as per Government rules in vogue for the contractual staff hired through agency.*

## C) Eligibility Requirements for manpower to be provided:

The age criteria, eligibility/qualifications, and work experience required for each category is mentioned in the table below.

| Sr. no. | Category | Age Limit | Qualification and Experience |
|---|---|---|---|
| 1 | Senior Consultant (Census) | 40 years | 1. Master's degree from a recognized University in Economics /Mathematics /Statistics /Sociology /Commerce<br>2. One year experience in Tabulation /Analysis/Collection of Statistical data<br>OR<br>1.Bachelor degree from a recognized University in Economics /Mathematics /Statistics /Sociology /Commerce<br>2. Three year experience in Tabulation /Analysis/Collection of Statistical data |
| 2 | Junior Consultant (Census) | 30 years | 1.Bachelor degree from a recognized University with Economics /Mathematics /Statistics /Sociology /Commerce |
| 3 | Senior consultant(IT) | 40 years | 1. M. Tech in Computer science or Information Technology or Software engineering with 1 year experience<br>OR<br>2. BE /B. Tech in Computer science or Information Technology or Software engineering OR MCA with 2 Year Experience<br>OR<br>3. MSC in Computer Science or Information Technology or Software engineering with 3 year experience<br>OR<br>4. BCA / BSC in Computer Science or Information technology with 4 year experience |
| 4 | Junior consultant(IT) | 30 years | 1. BE /B. Tech in Computer science or Information Technology or Software engineering<br>OR<br>2. MCA/M.Sc. in Computer Science or Information technology or Software engineering with 1 year experience<br>OR<br>3. BCA/B.Sc. in Computer Science or Information technology with 2 year experience |
| 5 | Senior consultant (Admn.) | 40 years | 1.Bachelor degree from a recognised University<br>2.Three year experience in Administration/Accounts/budget work |
| 6 | Junior consultant (Admn.) | 30 years | 1.Bachelor degree from a recognised University |
| 7. | Senior consultant (Map) | 40 years | 1. Master's Degree from a recognised University in Geography/Geoinformatics/Geosciences or BE/B.Tech Civil Engineering.<br>2. One year experience in map production or applied cartography/Remote Sensing/ GIS/ Digital Cartography |
| 8. | Junior consultant (Map) | 30 years | 1.Bachelor's degree from a recognised University in Geography or Diploma in Civil Engineering/Computer Science<br>2. One year experience in map production or applied cartography/Remote Sensing/ GIS/ Digital Cartography |

### 3.5. Remuneration and Allowances Details

The proposed remuneration and other benefits to be given to the contractual staff of ORG&CCI engaged through agency are given below:

| **Name of the position** | **Monthly Remuneration to be paid to Consultants (inclusive of all statutory obligations)** | **Travel Allowance/Daily Allowance** |
|---|---|---|
| Senior Consultant (All Categories) | 50,000 | As applicable to the Government officers in Level -10 (7th CPC) |
| Junior Consultant (All Categories) | 35,000 | As applicable to the Government official in Level -6 (7th CPC) |

Note:

(i) The Monthly Remuneration includes the required mandatory payments and stationery obligations as applicable like employers contribution towards EPF, ESIC, etc.

(ii) The Travel Allowances/Daily Allowances would be paid by ORG&CCI directly to the deployed manpower.

(iii) Remuneration indicated above for the manpower to be engaged through agency is for initial period of contract and period extended, if any.

(iv) To ensure compliance with minimum wages act, wages part/component of remuneration indicated in above would essentially be higher than the minimum wages for skilled/technical worker notified by the Govt.

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## Instructions to Bidders and Price Schedule

### 4. Instruction to Bidders

4.1. General

a. While every effort has been made to provide comprehensive and accurate background information, and requirements, Bidders must form their own conclusions about the provisions needed to meet the ORG&CCI's requirements. Bidders and recipients of this RFP may consult their own legal advisers in relation to this RFP.
b. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by ORG&CCI on the basis of this RFP.
**c. Each bidder needs to bid separately for each zone and for all categories mentioned in the Job Details, and selection shall be for all categories.**
d. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of ORG&CCI. Any notification of preferred bidder status by ORG&CCI shall not give rise to any enforceable rights by the Bidder. ORG&CCI may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of ORG&CCI.
e. The Bid will comprise Technical as well as Financial bids separately.
f. Submission of Bid will be only through www.eprocure.gov.in within specified date indicated in the details available on the website also in section 1.1 "Bid data sheet". Manual submission is not acceptable.
g. In the event of the specified date for the submission of Bid offers being declared a public holiday by the Government of India, the offers will be received up to the appointed time on the next working day. The ORG&CCI may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
h. The interested agencies may submit their Bid document complete in all respects along with Earnest Money Deposit (EMD). The details of the EMD to be submitted and exempted entities are mentioned in section 4.8 "Earnest Money Deposit".
i. In case the bidder is bidding for more than one zone, they are allowed to quote different service charge for different zone.
j. It is the responsibility of bidder to ensure that EMD in original or self-certified copy of exemption certificate / document must reach the office of the Under Secretary, ORG&CCI, as per the details mentioned in section 4.8 "Earnest Money Deposit".
k. Each page of the Bid should be signed by the bidder or by his authorized signatories with seal of the agency.
l. Bids submitted through Telex, cable, email or facsimile would be rejected.
m. The successful bidder will have to deposit performance security deposit. The details are mentioned under section 6.3 "Performance Security Deposit".
n. The Biding agencies are required to enclose duly attested photocopies of documents mentioned in section 8 "Documents to be submitted along with the bids" along with the Technical Bid.
o. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
p. All entries in the Bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the Bid shall be summarily rejected. However, the cuttings, if any, in the Technical Bid application must be attested by the person authorized to sign the bids.

### 4.2. Eligibility Criteria for Bidders

**Sole Bidder**

The Bidder must be an Agency, which has the capabilities to deliver the entire scope as mentioned in the RFP- under- Scope of Work. The Bidder cannot bid as a part of any other consortium bid under this RFP.

**Technical Qualification Criteria**

The Biding Agency must fulfill the following technical specifications in order to qualify:

| Sr. No. | Basic Requirement | Eligibility Criteria | Documents to be submitted |
|---|---|---|---|
| 1. | Legal Entity | Agency would have to be either registered as a Company or as a Partnership Firm (including Limited Liability Partnership) under the Companies Act, 1956 or The Companies Act, 2013 or the Partnership Act (as the case may be).<br><br>(Consortium of Companies not Permitted) | Certificate of Incorporation AND Registration Certificates showing type of firm |
| 2. | Business Turnover | The Bidder should have had a minimum annual turnover of Rs.25 Crore during the last three years (2016-17, 2017-18 and 2018-19) from Manpower Services. | Copy of the audited profit and loss statement and/ or Certificate of the Chartered Accountant for preceding three years. |
| 3. | Net Worth | The bidder should have earned net profits for last 3 financial years | Copy of the audited profit and loss and/ or Certificate of the Chartered Accountant specifying net profits. |
| **Sr. No.** | **Basic Requirement** | **Eligibility Criteria** | **Documents to be submitted** |
| 4. | Business Operation | The Bidder must have a minimum of three years' experience in supplying personnel to Central/State Govt. Departments/Public Sector Companies/Undertakings. | Details of Contracts relating to supplying of manpower to Central/State Govt. Departments/ Public Sector Companies/undertakings in the last three years along with attested copies of the work orders |
| 5. | References | Bidder should provide client references and contact details (email/ landline/ mobile) of 3 customers for whom the Bidder has executed similar projects in past three years. (Start and End Date of the Project to be mentioned) | Client References:-<br><br>1.<br>2..<br>3. |
| 6. | Presence | The bidder should have presence (at least one office) in the jurisdiction of the zone for which they are bidding for the last one year. | List of Offices with address, Contact Person & contact details. |
| 7. | Taxation registration and clearance | The bidder must have following valid certificates :-<br>a) Permanent Account Number | Attested copy of all certificates. |

| | | | |
|---|---|---|---|
| | | b) GST Registration No | |
| 8. | Own Bank Account | The bidder should have its own Bank Account. | Certified copy of the account statements for the last three years issued by the bank. |
| 9. | Mandatory Employee Services Registration | The bidder should be registered with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts etc. as per statutory requirements | Certified copies of the Registration with EPF and ESIC. |
| 10. | Registration under Contract Labour Act | The bidder must be registered under Contract Labour (Regulation and Abolition) Act, 1972 in at least one of the States in the zone for which bids are being submitted. | Attested copies of Registration and License No. of the Agency. |
| 11. | Blacklisting | The Bidder Company should not currently have been blacklisted by any Government Department/ PSU or under a declaration of ineligibility for fraudulent or corrupt practices of inefficient/ ineffective performance. | Self-declaration on Bidder's company letter head |
| 12. | Number of contractual employees provided | The Agency should have proven track record on providing a minimum of 150 fulltime personnel over the period of last three years to Central/State Govt. Departments/ Public Sector Companies. | Satisfactory documentary proof to be attached |

Note:

a. Bids not accompanied with the EMD, unless exempted, as prescribed in the NIT would not be considered for technical evaluation.
b. Bids received without EMD for particular zone will not be evaluated.

### 4.3. Compliant Bids/Completeness of Response

It is to be ensured that complete information as required by this office may be furnished by the bidders in the prescribed format. Formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.

a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
b. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the bid may be rejected. Bidders must:
    i. Include all documentation specified in this RFP, in the bid.
    ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP

iii. Comply with all requirements as set out within this RFP

c. Conditional bids shall not be considered and will be out rightly rejected in very first instance.
d. Each page of the Bid should be signed by the bidder or by his authorized signatories with seal of the agency.

**4.4. Bidder to Inform**

The bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the conditions or the specifications he shall, before the last date for submission of Pre-Bid queries, set forth the particulars thereof and submit them to ORG&CCI in writing in order that such doubt may be removed or clarifications are provided.

**4.5. Bid Preparation costs**

The bidder shall bear all costs associated with the preparation and submission of its bid, including cost of presentations etc. for the purposes of clarification of the bid, if so desired by the ORG&CCI.

**4.6. Pre-bid meeting & Clarification**

Bidders are required to submit their queries before the due date of pre-bid meeting. Any query raised after the due date will not be accepted by the authority. The dates are mentioned in section 1.1 Bidding Data Sheet

**4.7. RFP Document Fee**

RFP can be downloaded free of cost from the ORG&CCI's website www.censusindia.gov.in as well as from www.eprocure.gov.in .

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

The interested agencies may submit their Bid document complete in all respects along with Earnest Money Deposit (EMD). The Agencies, who are registered with the Central Purchase Organisation, National small industries corporation (NSIC)/MSEs are exempted from EMD submission. The EMD amount is refundable without interest. EMD should be submitted in the form of Demand Draft/Pay Order, Fixed Deposit receipt, banker's cheque or bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of Pay and Accounts Officer, Census, New Delhi or hypothecated in favour of PAO, Census, New Delhi.

| Sr. No | Zone | EMD Amount In Rs. | EMD Amount in Words |
|---|---|---|---|
| 1 | South | 82,00,000 | Rupees eighty two lakhs only |

It is the responsibility of bidder to ensure that EMD in original or self-certified copy of exemption certificate / document must reach the office of the Under Secretary, ORG&CCI, subscribing on the envelope "Bid for providing manpower for Census 2021 and updation of NPR", on the address: Office of the Registrar General and Census Commissioner, India, Ministry of Home Affairs, Room No. 211, 2nd Floor, West Block -1, R, K, Puram, New Delhi 110066

**EMD Refund**

For Unsuccessful bidders:
The EMD of all unsuccessful bidders would be refunded without interest by ORG&CCI on finalization of the bid in all respects by the successful bidder(s).

For Successful bidders:
The EMD, for the amount mentioned above, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder.
The above-mentioned refund would be completed within 1 month of the selection of the Agency.
In case bid is submitted without the bid security then ORG&CCI reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

**EMD Forfeiture**

The EMD may be forfeited in any of the following circumstances:

a. If a bidder withdraws its bid during the period of bid validity.
b. In case of a successful bidder, if the bidder fails to submit the performance bank guarantee and/or sign the contract in accordance with this RFP.

**4.9. Bid Validity Period**
Bid shall remain valid for the time period mentioned in the Bidding Data Sheet.

On completion of the validity period, unless the bidder withdraws his bid in writing, it will be deemed to be valid until such time that the bidder formally (in writing) withdraws his bid.

**4.10. Contents of Bid**

a. Technical Bid: As per the format provided in the RFP document along with the required documents
b. Financial Bid: As per the format provided in the RFP document
c. EMD: As per the details provided in section 4.8 Earnest Money Deposit

**Note**:
It is the responsibility of bidder to ensure that EMD in original or self-certified copy of exemption certificate / document must reach the office of the Under Secretary, ORG&CCI, on the address mentioned in section 4.8 Earnest Money Deposit

**4.11. Bid Formats**

**4.11.1. Technical Bid Format**

Name of the Zone for which the Agency is bidding: _____

| | | |
|---|---|---|
| 1 | Name of Agency | |
| 2 | Profile of the Agency | |
| 3 | a)Name of proprietor/ Director of Agency | |
| | b)Name of authorised signatory | |
| 4 | Full Address of Registered Office | |
| | a. Telephone No.<br>b. Fax No.<br>c. E-Mail Address | |

| | | |
|---|---|---|
| 5 | Full Address of Operating/ Branch Office | |
| | a. Telephone No.<br>b. Fax No.<br>c. E-Mail Address | |
| 6 | Banker of Agency with Full Address (Attach certified copy of Account statements for the last three years issued by the Bank) | |
| | Telephone No. of the Bankers | |
| 7 | Whether registered as a Company or as a partnership firm (including Limited Liability Partnership) under the Companies Act, 1956 or Company Act 2013 or partnership Act as the case may be (Attach attested copy of the registration) | |
| 8 | Registration and License No. of Agency under Contract Labour (Regulation and Abolition) Act, 1972 (Attach attested copy of the registration) for the zone. | |
| 9 | PAN No. of the Company (Attach attested copy of the PAN Card of the Agency) | |
| 10 | GST Registration No.(Attach Attested copy of the registration Certificate) | |
| 11 | EPF registration No. (Attach attested copy of the registration certificate) | |
| 12 | ESI registration No. (Attach attested copy of the registration certificate) | |
| 13 | The list of Central/ State Government/ PSUs, offices/organizations to which the agency has supplied more than 150 full time manpower over the last 3 (three) years. (Attach documentary proof) | |

14. Financial turnover of the Agency for the last 3 Financial Years. (Copies of the IT returns filed during last three financial years and copies of the profit and loss statements of the last three years duly certified by the Charted Accountant to be attached)

| **Financial Year** | **Amount (Rs. In Crore)** | **Remarks, if any** |
|---|---|---|
| | | |
| | | |
| | | |

(Attached separate sheet if space provided is insufficient)

15. List of cities/stations and States where manpower supplied in the past (attach documentary proof)

16. List of cities/stations and States where the company have the branch offices (attach documentary proof). As per the qualification criteria, the agency must have atleast one office in the jurisdiction of the zone for which they are bidding

17. Number of employees of the Agency (Proof thereof may be enclosed)

| **Financial Year** | **Number of Employees (category-wise break-up may be provided)** |
|---|---|
| | |
| | |

18. Details of major contracts with Central Government/ State Government/ PSUs/ Public limited company handled by the Biding Agency for providing manpower during the last three years in the following format (attested copies of the last three years work award may be enclosed) * Copy of supporting papers along with certificate about the performance of the agency, if any, should be enclosed:

| **Sl. No.** | **Details of client along-with address, telephone and FAX numbers** | **Value of the Contract (Rs.)** | **Duration of Contract** | | **Nature of Contract** | | **Remarks, if any** |
|---|---|---|---|---|---|---|---|
| | | | **From** | **To** | **Type of man power provided** | **No. of persons deployed** | |
| 1. | | | | | | | |
| 2. | | | | | | | |
| 3. | | | | | | | |

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

19. Average number of manpower per month provided to Govt. /PSUs during last 12 months.

20. Details of infrastructure available with the firm/agency along with Regional Centre/offices, if any, for supplying manpower:

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

## DECLARATION

1. I,_____Son/ Daughter/Wife of Shri_____ Partner/Director/ Authorized signatory of the Agency M/s....., is competent to sign this declaration and execute this Bid document.
2. I have carefully read and understood all the terms and conditions of the Bid 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/ fabricated document would lead to rejection of my Bid at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Date: Full Name:

Place: Seal:

### 4.11.2.Financial Bid Format

The Agency is required to submit a price bid in the following format:

| Sl. No. | Category of Personnel/Number | Service charge of the Agency in Rupees per person per month | GST | Total |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 |
| 1. | Sr. Consultant | | | |
| 2. | Jr. Consultant | | | |

Note:-

(i) Each bidder needs to bid separately for each zone and bids should be for all categories of personnel mentioned in this RFP.
(ii) The agency is required to quote only Service Charge of the Agency per person per month (Col:3) for the entire zone, to be met by the ORG&CCI excluding remuneration as described section 3.5 of the RFP.
(iii) The amount should be a fixed flat rate per personnel per month irrespective of categories and irrespective of the location of deployment within the zone.
(iv) The bidder should quote his service charges in rupees per month per person in such a way that gross service charge in rupees per billing month should be more than the amount of TDS to be recovered from total payment from such monthly bill which is aggregate of Wages (Fixed), EPF (Fixed), ESI

(Fixed), Service Charge (As quoted) and Goods & Services Tax (As applicable).

(v) **It may be noted that the rate of TDS will be computed @ 2% of the total payment (as per section 194C) i.e. at the highest applicable rates irrespective of the status of the bidder as an individual contractor/ firm/ trust**.

Contract will be awarded on the basis of following:

1. Lowest bidder will be decided on the basis of Col.3 **"Service charge of the Agency per person per month (*Excluding Goods & Service Tax"*).**
2. In case of Amount quoted by two or more Agency is same in Col: 3, lowest bidder will be decided on the basis of average turnover for last three years. The agency having highest average turnover will be awarded the contact.

Authorized
Signatory_____
Name_____
Designation_____

Seal:_____

Date:
Place:

### 4.12. Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in English language is to be provided (duly attested) by the bidders. For purposes of interpretation of the documents, the English translation shall govern.

### 4.13. Authentication of Bids

An authorized representative of the Bidder shall initial/sign all pages of the Technical and Financial Bids. Bid should be accompanied by an authorization in the name of the signatory of the Bid. The authorization shall be in the form of a written power of attorney accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

### 4.14. Amendment of Request for Proposal

At any time prior to the due date for submission of bid, ORG&CCI may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website www.eprocure.gov.in as well as on www.censusindia.gov.in through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly. It shall be the responsibility of the prospective bidder(s) to check the procurement portal www.eprocure.gov.in as well as on www.censusindia.gov.infrom time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, ORG&CCI shall not be responsible. In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, ORG&CCI, at its discretion, may extend the deadline for submission of bids.

### 4.15. Bid Price

Financial Bid shall be as per the format provided in Section 4.11.2. Bidders shall give the required details.
Bidders shall quote for the entire scope of contract on a "overall responsibility" basis such that the total bid price covers the bidder's all obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the services. Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as nonresponsive and rejected. The bidder should quote his service charges in Rupees per month per person in such a way that gross service charge in Rupees per billing month should be more than the amount of TDS to be recovered from total payment from such monthly bill which is aggregate of Wages (Fixed), EPF (Fixed), ESI (Fixed), Service Charge (As quoted) and Goods & Services Tax (As applicable). It may be noted that the rate of TDSs will be computed @ 2% of the total payment i.e. at the highest applicable rates irrespective of the status of the bidder as an individual contractor/ firm/ trust.

### 4.16. Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP.

### 4.17. Late Bids

Late submission will not be entertained and will not be permitted by the e-Procurement Portal. The bids submitted by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter. ORG&CCI shall not be responsible for any non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder's end. No further correspondence on the subject will be entertained. ORG&CCI reserves the right to modify and amend any of the above-stipulated condition/criterion.

### 4.18. Right to Terminate the Process

ORG&CCI may terminate the RFP process at any time and without assigning any reason. ORG&CCI makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by ORG&CCI.

### 4.19. Non-Conforming bids

A bid may be construed as a non-conforming bids and ineligible for consideration:

a. If it does not comply with the requirements of this RFP
b. If a bid does not follow the format requested in this RFP.

### 4.20. Acceptance/Rejection of Bids

a. ORG&CCI reserves the right to reject in full or part, any or all bids without assigning any reason thereof. ORG&CCI reserves the right to assess the Bidder's capabilities and capacity. The decision of ORG&CCI shall be final and binding.
b. Bid should be free of over writing. All erasures, correction or addition must be clearly written both in words and figures and attested.

In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature submitted along with the Bid, ORG&CCI reserves the right to reject the Bid and forfeit the EMD.

If there is any discrepancy in the financial bid, it will be dealt as per the following:

a. If there is a discrepancy between words and figures, the amount in words shall prevail.
b. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date

up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of ORG&CCI, the bid is liable to be disqualified.

### 4.21. Confidentiality

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

### 4.22. Disqualification

The bid is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

a. During validity of the bid, or its extended period, if any, the bidder increases its quoted prices.
b. The bidder's bid is conditional and has deviations from the terms and conditions of RFP.
c. Bid is received in incomplete form.
d. Bid is not accompanied by all the requisite documents.
e. Information submitted in technical bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
f. Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
g. In case any one party submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately.

### 4.23. Integrity Pact

The bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, ORG&CCI shall reject a bid without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, ORG&CCI shall, without prejudice to any other rights or remedies, forfeit and appropriate the EMD or Performance Security Deposit, as the case may be. The bidder shall submit an Integrity Pact with ORG&CCI executed on stamp paper in the format as indicated in Annexure C along with the bid.

### 4.24. Conflict of Interest

**a.** A bidder shall not have a conflict of interest that may affect the selection process or the services provided. Any bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, ORG&CCI shall forfeit the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to ORG&CCI for, *inter alia*, the time, cost and effort of ORG&CCI including consideration of such Bidder's Bid, without prejudice to any other right or remedy that may be available to ORG&CCI hereunder or otherwise.

**b.** ORG&CCI requires that the bidder provide services which at all times hold ORG&CCI's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would may place it in a position of not being able to carry out the assignment in the best interests of ORG&CCI.

### 4.25. Sub-Contracting

The Bidder would not be allowed to sub-contract/outsource any work mentioned in the Scope of Work in this RFP.

### 4.26. Inability and Failure of Selected Agency

a. Through this RFP the ORG&CCI intends to select an agency in each of the six zones.
b. In case any selected agency fails to provide the required manpower in any zone for which the agency has been selected, then ORG&CCI will reserve the right to approach the selected agency from other zones which agrees to provide the required manpower services and who's rates are lowest among the other agencies willing to provide manpower in that zone. In case that agency also disagrees or fails then ORG&CCI will approach agency with next higher rate from any other zone and so on.

### 4.27. Right to Vary Quantity

At the time of award of contract, the quantity of manpower resources and services originally specified in the bidding documents may be increased/decreased. It shall be without any change in the service charge or other terms and conditions of the Bid and the bidding documents. If the ORG&CCI does not procure/engage any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

### 4.28. Withdrawal, Substitution, and Modification of Bids

a. A Bidder may withdraw the Bid or re-submit the Bid (technical and/or financial) as per the instructions/ procedure mentioned at e-Procurement website
b. Bids withdrawn shall not be opened and processed further.

## 5. The Bid Process

### 5.1. Pre-Bid Conference

a. ORG&CCI will host a pre-bid conference on the date mentioned in Section 1.1 Bid-Data Sheet. If there would be any change in date, time and venue then the same will be informed to the bidder.
b. The bidder or its official representative will be invited to attend the pre-bid conference.
c. Bidders may confirm their participation one day in advance.
d. The purpose of the meeting is to provide bidders with information regarding the RFP and the requirements, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP.
e. The response of the pre-bid conference shall be uploaded on the website: www.censusindia.gov.in
f. ORG&CCI may make modifications to the RFP if necessary as a result of pre-bid conference. All such modifications made to the RFP by ORG&CCI will be issued as a corrigendum to the RFP and shall be uploaded on the website: www.eprocure.gov.in and www.censusindia.gov.in
g. ORG&CCI reserves the right to hold the pre-bid conference.

### 5.2. Consultancy Evaluation Committee

The Consultancy Evaluation Committee (CEC) constituted by ORG&CCI shall evaluate the bid response submitted by the bidders in accordance with the Govt. of India Rules in vogue on the subject. The decision of the Consultancy Evaluation Committee in the evaluation of Technical and Financial bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the committee.

### 5.3. Opening of Bids

Two Bid System: (simultaneous receipt of separate technical and financial bids)

a. The Technical Bid, as submitted online through www.eprocure.gov.in shall be opened on-line on the scheduled date and time of the Headquarters of ORG&CCI, New Delhi, in the presence of representative of the Agencies, if any, who wish to be present at the time of opening the Bid.
b. The bidders' representatives, who are present at the time of opening of the bid, shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the same time and location on the next working day.

### 5.4. Preliminary Examination of Bids

During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.

### 5.5. Clarification on Bids

During the bid evaluation, ORG&CCI may, at its discretion, ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

### 5.6. Evaluation Process

The CEC shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by bidders may lead to rejection of their bids. The decision of the CEC in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The CEC may ask for meetings or presentation with the bidders to seek clarifications on their bids. The CEC reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. In case the bidder is participating in the bids for more than one zone, the evaluation done by the Evaluation Committee will be discrete for each zone.

**The steps for evaluation are as follows:**

#### 5.6.1. Stage 1: Technical Evaluation

a. The Evaluation Committee will evaluate the Technical Bids of the bidders who clears the preliminary scrutiny.
b. The bidders are bound to use the format as included in the RFP document
c. The bidders must have furnished the necessary documents to establish their eligibility, for each of the items given in the Eligibility Criteria. Relevant portions in the documents should be highlighted. The proposals fulfilling the eligibility criteria mentioned in the RFP document will qualify the Technical Evaluation
d. The Evaluation Committee may ask for meetings or presentation with the Bidders to seek clarifications on their bids.

#### 5.6.2. Stage 2: Financial Evaluation

a. The financial bid would be opened only of those bidders qualifying the technical evaluation.
b. "Financial Bid" should contain only service charge for manpower staffing and applicable taxes
c. Least Cost System (LCS)will be employed to select the lowest bidder (L1)

**Note**:

a. Lowest bidder will be decided based on Col.3 of the financial bid document "Service charge of the Agency per person per month (ie. Excluding Goods & Service Tax").
b. In case of Amount quoted in by two or more Agency is same in Col: 3, Lowest bidder will be decided on the basis of higher average Number of manpower per month provided to Govt./PSUs during last 12 months.

### 5.6.3. Stage 3: Final Evaluation of the Bid and Selection of Agency

a. The Financial bid of technically qualified bidders will be opened. The least cost System (LCS) will be employed for identification of the lowest bidder (L1).
b. In case of Amount quoted by two or more Agency is same in Col: 3, lowest bidder will be decided on the basis of average turnover for last three years. The agency having highest average turnover will be awarded the contact.

## 6. Award of Contract

### 6.1. Notification of Award

a. Prior to the expiration of the period of proposal validity, ORG&CCI or its authorized person will notify the successful bidder in writing or by speed post/fax or email that the bid has been accepted.
b. ORG&CCI may place the work order on the successful bidder.
c. The bidder shall acknowledge in writing to ORG&CCI the acceptance of the work order and shall sign the agreement with ORG&CCI within fifteen (15) days of receipt of the work order.

### 6.2 Signing of Contract

a. Within 15 days of receipt of the work order, the successful bidder shall sign the agreement with ORG&CCI.
b. All incidental expenses of execution of the agreement shall be borne by the successful bidder.
c. The agreement between ORG&CCI and the successful bidder shall cover in detail the aspects/terms of contract such as mentioned in the Section 7 of this RFP "Terms and Conditions of the Contract"

### 6.3. Performance Security Deposit

The successful bidder will have to deposit performance security deposit, equivalent to 10% of the annual contract value, in the form of bank guarantee issued by a Commercial bank or Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Pay and Accounts Officer, Census, New Delhi covering the period of contract. The performance security must be valid for a period of sixty days beyond the initial period of contract. The amount Performance Security Deposit finalized for each zone is mentioned in the table below:

| Sr. No | Zone | Performance Security Deposit (Amount in Rs.) | Performance Security Deposit (Amount in words ) |
|---|---|---|---|
| 1 | South | 1,60,00,000 | Rupees one crore sixty lakh only |

### 6.4. Tenure of Engagement

a. The contract with the Agency found suitable will initially be for a period of one year from the award of work order and extendable maximum up to 31st March 2022 subject to the satisfactory performance of the work at the same rate
b. The ORG&CCI, however, reserves right to terminate/curtail the contract at any time after giving one month's notice to the selected service providing Agency owing to deficiency of service, substandard quality of manpower deployed, breach of contract etc.

### 6.5 Procedure for Selection of Consultants:

The selected agency/agencies would be required to provide CVs of probable candidates to ORG&CCI or DCOs depending on the location against which candidates are being provided. The number of CVs would not in any case be less than thrice the number of consultants to be deployed. CVs received will be examined by a Selection Committee. Shortlisted candidates may be called for interview before the Selection Committee. On the date and time fixed for interview, the applicant will present himself/herself before the Selection Committee, at own cost. Recommendations of the Selection Committee will be placed before RG&CCI {in case of ORG&CCI (Hqrs)} and the Controlling Officer of the DCOs (in case of DCOs) for approval, before their deployment.

### 6.6. Failure to agree with the Terms & Conditions of the RFP

a. Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event ORG&CCI may award the contract to the next best value bidder or call for new bids.
b. In such a case, ORG&CCI shall invoke the Performance Security Deposit and/or forfeit the EMD.

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## Conditions of Contract

### 7. Terms and Conditions of the Contract

ORG&CCI will be called as "First Party" and The Agency, which is being selected and engaged through the Contract, will be called as "Second Party".

### 7.1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

1. The 'Contract" means the agreement entered into between the Office of Registrar General and Census Commissioner, India , Ministry of Home Affairs and the Selected Agency including all the attachments and appendices thereto and all documents incorporated by reference therein;
2. ORG&CCI will be called as "First Party" and The Agency, which is being selected and engaged through the Contract, will be called as "Second Party".
3. The "Selected Agency" means Agency which is selected through the Bid process.
4. The "Services" means Manpower services to be provided to ORG&CCI.
5. "Day" means a working day.

### 7.2. Term and Extension of Term

The contract will be initially for a period of one year starting from the date of award of work. The contract would be considered for renewal and extension upto31st March 2022 based on the performance of the agency.

### 7.3. False and Fraudulent Information

The contract is awarded to the second party on the evaluation of information provided by it in the bid. The second party is bound by the details furnished by it to the ORG&CCI while submitting the Bid or at subsequent stage. In case, any such documents furnished by it are found to be false at any stage, it would be deemed to be a breach of terms of contract, making it liable for legal action besides termination of contract.

### 7.4. Deployment of Personnel

a. The second party shall ensure that the individual personnel deployed in the ORG&CCI conforms to the technical specifications of age, educational qualifications and experience prescribed at Scope of Work of the RFP Document.
b. The second party is liable to depute the personnel within 30 days of the signing of agreement or receiving additional manpower request.
c. The second party shall furnish the following documents in respect of the individual personnel who will be deployed at the concerned ORG&CCI/DCOs before the commencement of work, second party should deploy only those candidates that have been approved by the ORG&CCI/DCOs:
    i List of persons deployed;
    ii Bio-data of the persons along with the certificates in respect of educational/professional qualifications etc.
    iii Attested copy of matriculation certificate containing date of birth.
    iv Certificate of verification of antecedents of persons by local police authority.
    v Detailed proof of identity like Aadhaar number, driving license, bank account details, proof of residence and recent photograph of the personal deployed by the agency in ORG&CCI/DCOs.
    vi Certification of Health of the personnel by Competent Medical Authorities.

d. The second party shall ensure that the personal deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request from the first party.

e. The second party shall provide Photo Identity Cards to all the outsourced employees with a note in suitable form that the employee is personnel engaged for collecting data work for ORG&CCI/DCOs
f. The second party shall be responsible for proper conduct of its personnel in ORG&CCI/DCOs office premises. In case of any loss/ damage, theft etc. to the property of ORG&CCI/DCOs which is caused by the personnel deployed by the second party, the second party will either be liable to make good the loss on the basis of the value of the property as determined by the ORG&CCI/DCOs or the same shall be recovered from the performance guarantee/ monthly payments due to the Agency.
g. The second party's personnel working with ORG&CCI/DCOs should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the second party commit any act of omission/ commission which amounts to misconduct/ indiscipline/ incompetence, the second party will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the first party.
h. The personnel deputed to ORG&CCI/DCOs shall not be changed unilaterally by the second party in any circumstances unless there is a specific consent/request from the concerned office of the ORG&CCI/DCOs in writing.
i. The second party shall nominate a Coordinator for ORG&CCI Hqrs. and for concerned DCOs, who will be responsible for interacting with ORG&CCI/DCOs in all matters related to staff outsourced by second party including submission of bills, submission of certificates related to statutory authorities/ payments, providing replacements on time bound basis. The coordinator will also be responsible for ensuring attendance of outsourced staff in ORG&CCI/DCOs.
j. The second party shall bear the cost of transportation, food, medical and any requirements in respect of the persons while travelling to join the concerned offices of ORG&CCI/DCOs and ORG&CCI/DCOs will have no liability in this regard.
k. For all intents and purposes, the second party shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the ORG&CCI/DCOs. The persons deployed by the second party in the ORG&CCI/DCOs shall not have claims of any Master and Servant relationship against ORG&CCI/DCOs.
l. The second party shall be solely responsible for the redressal of grievance/ resolution of disputes for settlement of such issues whatsoever.
m. The ORG&CCI/DCOs shall not be responsible for any financial loss or other injury to any person deployed by second party in the course of their performing the functions/ duties, or for payment towards any compensation.

**7.5. Replacement of personnel**

a. The second party shall replace immediately any of its personnel who is found unacceptable to the ORG&CCI/DCOs because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the concerned office of the ORG&CCI/DCOs. The delay in providing a suitable substitute beyond five working days would attract a penalty @ Rs. 2000/- per day per person on the second party.
b. The second party shall immediately provide a suitable substitute in the event of absence of personnel for more than five working days due to reasons viz. illness, leaving the job due to his/ her personal reasons etc. The delay in providing a substitute beyond five working days from the date of intimation to second party would attract a penalty @ Rs. 2000/- per day on the service providing agency.
c. The Selected Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
d. The second party shall immediately provide a suitable substitute in the event of resignation of the deployed resource. The Agency will be liable to pay the penalty from the sixth working day till the period ORG&CCI/DCOs gets the replacement.

### 7.6. Exit Policy and Procedures for the personnel deployed

a. In the event of resignation of the personnel deployed by the second party or expiry of Contract period of the second party, the second party needs to ensure a complete knowledge transfer by their deployed personnel to the new personnel replacing them.
b. The second party will ensure to supply all other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to enable ORG&CCI/DCOs, to carry out due diligence in order to transition the provision of the Services to ORG&CCI/DCOs;
c. Second party will ensure that all the hardware (including handheld devices, laptops, printers, pen drives etc if any) which is a property of the ORG&CCI/DCOs are handed over to the respective ORG&CCI/DCOs office at the time of the exit of the personnel.
d. The persons deployed by the second party shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees of the ORG&CCI/DCOs during the currency and after expiry of the contract.

### 7.7. Service Levels and Penalties

Second party is expected to meet the following Service Levels in the normal course of carrying out the activities as per the detailed Scope of Work. In case of default on any or all such Service Levels, the ORG&CCI/DCOs will reserve the rights to levy penalties on the second party.

| S. No. | Service | Expected Service Level | Penalty level in case of default |
|---|---|---|---|
| 1 | Deployment of personnel at the location after signing the Contract and intimation by ORG&CCI or any subsequent requirement from the ORG&CCI/DCOs during the Contract period. | Within 15 days of receipt of request from ORG&CCI/ DCOs | penalty @ Rs. 2000/- per day per person on the service providing agency |
| 2 | Replacement of personnel at request of ORG&CCI/DCOs | Within 5 days of receipt of request from ORG&CCI/ DCOs | penalty @ Rs. 2000/- per day per person on the service providing agency |
| 3 | Replacement of personnel at the request of the Selected Agency | Within 5 days of receipt of request. | penalty @ Rs. 2000/- per day per person on the service providing agency |
| 4 | Replacement of personnel at the request of the personnel in case of resignation or illness more than 5 days | Within 5 days of receipt of request. | penalty @ Rs. 2000/- per day per person on the service providing agency |

**Calculation of Penalties:**

Penalties, if any, for violating the service levels will be computed at the end of each payment cycle. These penalties would be adjusted in the payment due to the second party in the subsequent month. The penalty amount applicable for violation of service levels are specified in the table above. In situation, where the second party has incurred a penalty of equal to or more than 15 (fifteen) % for 03 (three) consecutive months at any time during the contract Period, the ORG&CCI/ DCOs reserves the right to either invoke the termination clause or terminate the contract altogether. The ORG&CCI/ DCOs also reserves the right

to invoke the Performance Security furnished by the second party at the time of signing the contract with the ORG&CCI/ DCOs. Total penalty to be capped subject to 30% of the monthly payments at any time of the contract. In such situation where the total penalty exceeds the above limit of 30% of the monthly payments at any time of the contract, the ORG&CCI/ DCOs reserves the right to invoke termination clause or terminate the contract altogether.

### 7.8. Right to Vary Quantity

a. The ORG&CCI/ DCOs, at present, has approximate requirement of manpower as described in Scope of Work of the RFP. Estimation of manpower is tentative and for the purpose of evaluation of the bid. However, the actual requirement may substantially vary to decrease or increase at different points of time based on the requirement for Census 2021 and updation of NPR. At the time of award of contract, the quantity of manpower resources and services originally specified in the bidding documents may be increased or decreased. It shall be without any change in the service charge or other terms and conditions of the Bid and the bidding documents.
b. If the ORG&CCI/ DCOs does not procure/engage any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

### 7.9. Insurance for key Personnel

In unfortunate events like Accident or Injury to personnel provided by the Agency, the First Party shall not be liable for or in respect of any damages or compensation payable to any such personnel provided to the First Party by Second Party other than the death or injury resulting from any act or default of the First Party. The Second Party undertakes to indemnify and keep indemnified the First Party against all such damages and compensation and against all such claims proceedings, damages, costs, charges and expenses (including reasonable legal costs) whatsoever in respect thereof or in relation thereto.

### 7.10. Binding Clause

All decisions taken by the First Party regarding the processing of the contract shall be final and binding on all parties concerned.

### 7.11. Termination of Contract

The ORG&CCI/ DCOs (first party) reserves the right to terminate/curtail the contract at any time after giving one month's notice to the selected service providing Agency (second party) owing to deficiency of service, sub-standard quality of manpower, breach of contract etc. In case of termination of this contract on its expiry or otherwise, the persons deployed by the second party shall not be entitled to and will have no claim for any continuation/absorption in the regular capacity/otherwise in the ORG&CCI/ DCOs.

### 7.12. Legal

a. The second party will be responsible for compliance of all statutory provisions related to minimum wages, Provident Fund, and Employees State Insurance, Service Tax etc., in respect of persons deployed by it in the ORG&CCI/ DCOs.

b. The second party shall also be liable for depositing all taxes, levis, cess etc. on account of service rendered by it to ORG&CCI/ DCOs to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case the second party fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof the ORG&CCI/ DCOs is put to any loss/ obligation, monetary or otherwise, the ORG&CCI/ DCOs will deduct the same from the monthly bills and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

c. The second party shall maintain all statutory registers under the Law. The second party shall produce the same, on demand, to the concerned authority of the ORG&CCI/ DCOs or any other authority under Law.
d. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Income Tax Department/any other department, as amended from time to time and a certificate to this effect shall be provided to the second party by the ORG&CCI/ DCOs.

**7.13. Financial**

a. The interested agencies may submit their Bid document complete in all respects along with Earnest Money Deposit (EMD), except those who are registered with the Central Purchase Organisation, National Small Industries Corporation(NSIC)/MSE refundable without interest, in the form of Demand Draft/Pay Order, Fixed Deposit receipt, banker's cheque or bank Guarantee from any of the Commercial banks in an acceptable form drawn in favour of Pay and Accounts Officer, Census, New Delhi or hypothecated in favour of PAO, Census, New Delhi failing which the Bid shall be rejected outright.

b. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest on EMD within 30 days of opening of the financial bid.

c. The second party will be required to execute an agreement with ORG&CCI/ DCOs within the period specified in the letter awarding contract. In case the second party fails to enter into the agreement with the first party within the specified date mentioned in the award letter, the EMD deposited by such Agency shall stand forfeited without giving any further notice.

d. The successful bidder will have to deposit performance security deposit in the form of bank guarantee issued by a Commercial bank or Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the Pay and Accounts Officer, Census, New Delhi covering the period of contract. The performance security must be valid for a period of sixty days beyond the initial period of contract.

e. The bank guarantee can be forfeited by order of the competent authority of the first party in the event of any breach or negligence or non-observance of any terms/conditions of contract or for unsatisfactory performance or for non- acceptance of the work order etc. of the second party.

**7.14. Terms of Payment**

a. The second party shall submit the monthly bills in triplicate enclosing the certificates as mentioned in succeeding paras which shall be got duly verified by the Officer- in- Charge of the concerned office and the same shall be paid within 15 days thereof after making recovery, if any.

b. All payments will be made in Indian Rupees.

c. Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle. These Penalties would be adjusted in the payment due to the second party in the subsequent month.

d. The Tax Deduction at Source (T.D.S) shall be made as per the provisions of Income Tax Department/any other department, as amended from time to time and a certificate to this effect shall be provided to the second party by the concerned Office.

e. The second party shall make regular and full payment of salaries and other payments as due to its personnel deputed under service contract and furnish necessary proof whenever required. The payment to personnel by the second party would be made on or before 15$^{th}$day of the following

month. In case 15th day being a holiday, monthly remuneration should be paid on the preceding working day of the month.

f. The second party will ensure the remittance of the salary to the personnel deployed by them in ORG&CCI/ DCOs through Bank Account and a copy of the bank statement will be furnished to the office concerned every month along with the bills for the subsequent month.

g. Proof of challan /receipt issued by Regional Provident Fund Commissioner etc. for the payment made towards applicable provident fund, ESI and proof of payment towards other statutory dues for previous months shall be submitted with the bills. Otherwise, a certificate from a Registered Chartered Accountant should be furnished quarterly to the effect that all statutory requirements are complied with in respect of staff outsourced by the second party to ORG&CCI/ DCOs. In case of any default, ORG&CCI/ DCOs will deduct the dues and release the balance amount to the second party.

h. In case ORG&CCI/ DCOs receives any complaints regarding non-payment of salaries to the personnel deployed in ORG&CCI/ DCOs and found true, the amount due to the employee will be recoverable from the second party and paid to such personnel.

**7.15. Dispute Resolution**

a. ORG&CCI/ DCOs and the second party shall make every effort to resolve amicably, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the contract. If after 30 days from the commencement of such informal negotiations, ORG&CCI/ DCOs and the second party have been unable to resolve amicably a contract dispute; either party may require that the dispute be referred for resolution by formal arbitration.
b. The India Arbitration and Conciliation Act 1996 and revisions, if any, thereof, shall apply to the arbitration proceedings.
c. All questions, disputes or differences arising under and out of, or in connection with the contract, shall be referred to a Tribunal of 03 (three) Arbitrators. Each party shall appoint one arbitrator, and the two appointed arbitrators shall appoint the third arbitrator who shall act as the presiding arbitrator.
d. Any decision or award resulting from arbitration shall be final and binding upon the Parties.
e. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of New Delhi in the case of ORG&CCI (Hqrs.) and concerned High Court in case of DCOs.
f. The venue of the arbitration shall be at New Delhi.
g. The expenses incurred by each party with the preparation, presentation, etc. of its proceeding as also the fees and expense paid to the appointed arbitrator by such party or on its behalf shall be borne by each party itself.
h. Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is made; the Parties shall continue to perform all of their obligations under this Contract without prejudice to a final adjustment in accordance with such award.

**7.16. Force Majeure**

Notwithstanding the above provisions, the second party shall not be liable for penalty or termination for default if and to the extents that delay on its part in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the either party to the contract and not involving anyone's fault or negligence and not foreseeable. Such events may include, but are not restricted to, such as a war, strike, riot, crime, or an act of God/Nature (such as hurricane, flooding, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract. If a Force Majeure situation arises, the second party shall promptly notify ORG&CCI/ DCOs in writing of such condition and the cause thereof. Unless otherwise directed by ORG&CCI/ DCOs in writing, the Bidder shall continue to

perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event

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## Other Standard Forms

**Documents to be submitted along with the bids**

The Biding agencies are required to enclose duly attested photocopies of documents mentioned in below along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further. This may be considered as a check-list for submitting bids.

| | |
|---|---|
| a | Registration Certificate under Companies Act/Partnership Act |
| b | Registration Certificate under Contract Labour (Regulation and Abolition) Act ,1972 |
| c | Copy of PAN card of the Agency (not of the individual) |
| d | Copy of the IT return filed for the last three financial years by the agency (not by the individual) |
| e | Copy of the EPF Registration Certificates |
| f | Copy of the ESI Registration Certificates |
| g | Copy of the Goods and Services TAX Registration Certificates |
| h | Copies of contracts awarded by the Central Govt./State Govt./PSUs/Bank/reputed Private Firms |
| i | Certified copy of bank account for the last three years issued by the bank |
| j | Copy of the turn over statements of last three years duly certified by Chartered Accountant |
| k | Documentary proof of supplying manpower in cities/stations across the country. |
| l | Copy of Certificate about performance, if any, given by the organization/firm mentioned at (h) above. |
| m | Proofs of offices in Zone for which the bidder is bidding |
| n | Certificate of non-forfeiture of EMD/ Performance Security (Annexure A) |
| o | Non Blacklisting Declaration on letter head (Annexure B) |
| p | Integrity pact on Stamp Paper (Annexure C) |

**Annexure A**

Certificate of non-forfeiture of EMD/ Performance Security

Certificate of Non-forfeiture of EMD /Performance Security

I ,_____ certify that neither EMD nor Performance Guarantee has been forfeited of my agency M/s_____ while participating or executing any work order from any office of Central/State Government or /PSU in the past.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

**Annexure B**

Undertaking regarding Non Blacklisting/Debarment

UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

To,

Pankaj Kumar Devrani
Under Secretary,
Registrar General and Census Commissioner, India
2nd Floor, West Block -I, Room No. 211 R. K. Puram,
New Delhi-110066

We M/s ----------, hereby confirm and declare that:

a. We, M/s ----------, are not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

b. We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

## Integrity Pact
## (To be prepared on judicial stamp paper)

## UNDERTAKING

I/we <Name of the Bidder> submit the Bid for **Hiring agency/agencies for providing manpower for Census 2021 and updation of NPR** as envisaged in the Bid document and undertake the following:

1. <Name of the Bidder> and our respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process.

2. Notwithstanding anything to the contrary contained in this RFP, ORG&CCI shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, ORG&CCI shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

    a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of ORG&CCI, who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of ORG&CCI, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of ORG&CCI in relation to any matter concerning the Project;

    b) "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.

    c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

    d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by ORGI with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

Signature & Name and Address of bidder

**Witness:**

1. Signature & Name and address

2. Signature & Name and address

**Annexure D**

Addresses Field Offices (DCOs)

| | | |
|---|---|---|
| South Zone | Andhra Pradesh | Directorate of Census Operations, Andhra Pradesh, 1st Floor, Room NO. 165, Kendriya Sadan, Sultan Bazar, Koti, Hyderabad-500095 |
| | A&N Island | Directorate of Census Operations, A&N Islands, 10 Church Lane, Haddo Post, Port Blair-744102 |
| | Goa | Directorate of Census Operations,Goa Census House, Plot No. 22, E.D.C.Patto Plaza, Panaji, Goa-403001 |
| | Kerala | Directorate of Census Operations, Kerala, C.G.O. complex, Pookum, Vellayani P.O. Thiruvanantapuram -695522 |
| | Karnataka | Directorate of Census Operations, Karnataka, 7th Floor, ' É'' & 'F' Wing, Kendriya Sadan, Koramangala, Bangalore -560034 |
| | Puducherry | Directorate of Census Operations, Puduchery, UT, No.250, 2nd Floor, Jawaharlal Nahru street, Puducherry -605001 |
| | Telangana | Directorate of Census Operations, Telangana, 1st Floor, Room NO. 165, Kendriya Sadan, Sultan Bazar, Koti, Hyderabad-500095 |
| | Tamil Nadu | Directorate of Census Operations, Tamial Nadu, E Wing, 3rd floor, Rajaji Bhawan, Besant Nagar, Channai 600090 |
| | Lakshadweep | Directorate of Census Operations,UT of Lakshadweep, Baithul Haram Building Churiyanoda, Near Light House, Kavaratti Island-682555 |