Tender Document
for
Selection of Agency
for providing
Manpower on Outsourcing Basis

Tender Enquiry No.: Dated: 16.09.2015

Tel: 011-23450816 Fax: 011-23450856 Email: contact@msde.gov.in
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**CONTRACT FOR PROVIDING MANPOWER AT MSDE**

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NOTICE INVITING TENDER

No. Dated: 15.09.2015

Sealed Tenders are invited under Two Bid systems (Part- I: Technical Bid and Part –II: Price Bid) on behalf of the President of India from reputed, experienced and financially sound Company/Partnership Firm/Agency for providing Office Assistant, Data Entry Operator and Multi-Skill Staff (MTS) for the Ministry of Skill Development and Entrepreneurship (MSDE) located at Shivaji Stadium Annex Building (2nd Floor), New Delhi initially for a period of one year which may be extended subject to satisfactory performance.

Tender document can be downloaded from the website at www.eprocure.gov.in Or from www.msde.gov.in. Tender Fee must be submitted with the Technical bid by a crossed demand draft from a Schedule Bank in India for ₹ 1000.00 from any scheduled bank drawn in favour of PAO, MSDE payable at New Delhi.

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<tr>
<th>Date of Issue of Tender Document</th>
<th>16-09-2015</th>
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<tr>
<td>Cost of Tender Document</td>
<td>Rs. 1,000/- (Non-Refundable)</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs. 1,00,000/- (Rupees One lakh only) to be submitted along with the Technical Bid in the form of Demand Draft only.</td>
</tr>
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<td>Non-Interest Bearing</td>
<td></td>
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<td>Last date and time for submission of Tenders:</td>
<td>08.10.2015 up to 14.00 hrs.</td>
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<tr>
<td>Date &amp; Time of Tender Opening (Technical bids):</td>
<td>08.10.2015 at 16.00 hrs.</td>
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<td>Opening of Financial Bid:</td>
<td>Date and Time will be intimated in due course of time.</td>
</tr>
<tr>
<td>Bids shall be addressed and sent to:</td>
<td>The Deputy Secretary (Administration) Ministry of Skill Development and Entrepreneurship, Shivaji Stadium Annex Building (2nd Floor) Shaheed Bhagat Singh Marg, New Delhi-110 001.</td>
</tr>
</tbody>
</table>
ELIGIBILITY CRITERIA

Sealed tenders are invited under Two Bid system (Part-I: Technical Bid and Part-II: Financial Bid) from approved and registered Manpower supply agencies meeting the following criteria:-

1. The Agency providing Manpower services must be registered under concerned / governing Act/Law to operate in Delhi. It must have the validity for the F.Y. 2015-16.


3. Must have been registered with EPFO, ESIC having Service Tax registration who are in operation for more than three years.

4. Having annual turnover of Rs. 30 lakhs or more from Manpower Services during the last three financial Years [2012-13, 2013-14 and 2014-15 ] in the books of account. A Specific certificate about the Turn Over from the Manpower Service duly signed in by the same Chartered Accountant or CA firm who has audited the account of the bidder during 01.04.2012 to 31.03.2015 must be furnished.

5. The bidder must have the experience of providing manpower for any Central / State Government Ministries / Departments including Govt Autonomous Bodies and PSUs. Copies of the work orders and satisfactory performance report from such organisations must be furnished along with the tender.

6. The bidder must submit an undertaking that the Manpower agency has not been blacklisted by any Government Department/Autonomous bodies and/or any Institutions.

7. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN card under the income Tax Act.

8. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.

9. A pre bid meeting will be conducted at the Ministry on 30-09-2015 at 3:30 PM for clarification on the tender conditions, if any. Anyone interested in participation in the tender process may attend the pre bid meeting with prior intimation and proper authorization. Firms may get the doubts clarified in the meeting before submitting their bids.

10. All the certificates, testimonials desired in our tender as per the eligibility criteria will be verified with the original documents to be presented by the firms/agencies on the date of opening of the Technical bids. Accordingly all the bidders desirous in participating in bidding process must attend the bid opening and come prepared with all the original documents of which copies have been submitted with the tender for verification. Any bidder is found to be absent on the date of opening or fail to submit the original documents, their offers will be summarily rejected.
11. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission has been or will be paid and that the tender price will not include any such amount. If the Ministry subsequently finds to the contrary, it reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.

12. Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.
# SCOPE OF WORK

The Agency / Firm / Company shall provide Manpower at MSDE by deploying adequately trained and well-discipline personnel having fair command on Hindi & English in respect categories as per the details given below:

## ELIGIBILITY CONDITIONS AND QUALIFICATIONS

The Designation/ Number of Posts/Educational Qualification/Experience/Minimum Consolidated Remuneration/ Job Description etc. as given in the table are indicative only. These may be amended/ changed by MSDE as per requirement of the Ministry.

<table>
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<tr>
<th>1</th>
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<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
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<tbody>
<tr>
<td>Sl. No.</td>
<td>Designation</td>
<td>Approximate Required Number</td>
<td>Educational Qualification</td>
<td>Nature of Job (Indicative not exhaustive)</td>
<td>Maximum Consolidated monthly remuneration</td>
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<tr>
<td>1.</td>
<td>Office Assistant</td>
<td>07</td>
<td>Graduate in any discipline, Minimum 2 year experience in relevant job. (Good Knowledge of Computer (MS Office, Word, Excel.)</td>
<td>Maintenance of files in the prescribed manner- File Register typing work- Dispatch &amp; Diary Work- Office records- placing of PUC’s, docketing them etc. Scrutiny of cases &amp; noting and Drafting of the files to facilitate the officer to take a decision. Up-to-date maintenance of various rules /orders /instructions /guard files.</td>
<td>Rs.20,000/-</td>
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<tr>
<td>2.</td>
<td>Data Entry Operator</td>
<td>15</td>
<td>+2 in any discipline and/or above, Minimum 2 year experience in relevant job</td>
<td>Data processing, file handling, carrying out office orders, maintaining and upkeep of office files accurately and in a timely fashion.</td>
<td>Rs.16,000/-</td>
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<tr>
<td>3.</td>
<td>Multi Skill Staff</td>
<td>20</td>
<td>10th Pass /Non matriculates with 2 years’ experience in relevant field. Desirable : knowledge of driving, photocopying, fax operation etc</td>
<td>Opening and Closing of the office. Will be on duty half an hour before the working hours of the office and leave half an hour after office hours. Will look-after of distribution of office dak &amp; files of general nature among the officers/sections. Will do such other duties as may be allowed to him by the responsible personnel/officers.</td>
<td>Rs.12,000/-</td>
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NB: Those who have been rendering jobs in similar positions for at least one year in any Govt. funded Ministry shall also be eligible for consideration. Numbers are approximate which may increase or decrease as per need.

i. The manpower requirement as indicated above is tentative and may vary depending upon the volume of work, functional requirements etc. during the course of the contract.

ii. The remuneration indicated above is the remuneration payable by MSDE excluding Employer’s share of EPF/ESI which would be paid in accordance with instructions issued by the GOI from time to time. Service Tax as applicable shall also be paid. However, employee’s share of EPF / ESI contributions shall be deducted and paid to EPF and ESI authorities by the Agency. Income Tax shall be deducted as per rule.

iii. The Agency shall ensure that the engaged manpower, as per the description, not only performs within its requisite scope of work and but also ensure maintenance, upkeep & safety of the Complex, Stores, Furniture etc. as well as harmonious and cordial relationships with the employees, visitors, guests or any other persons within the complex / premises. The Agency will be held responsible to any illegal action by the deployed personnel. Their deployment will be in general shift. The Agency will provide to all deployed personnel Identity Cards. The Agency will also ensure that engaged manpower should maintain vigil and remain alert on respective official performances. The requirement of manpower in above defined categories or in additional categories may increase or decrease during the period of contract also.

TERMS & CONDITIONS OF TENDER DOCUMENT

1. ONE BID PER BIDDER:-

Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.

2. COST OF BID:-

The bidder shall bear all costs associated with the preparation and submission of his bid and the Ministry will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.

3. VISIT TO THE MINISTRY:-

The bidder is required to provide Manpower services to this Ministry and is advised to visit and acquaint himself with the operational system. The costs of visiting shall be borne by the bidder. It shall be deemed that the contractor has undertaken a visit to the Ministry and is aware of
the operational conditions prior to the submission of the tender documents.

4.1.1 The Tender document comprises of:

a) Notice of Invitation of Tender  
b) Eligibility Criteria  
c) Scope of Work  
d) Terms and Conditions of Tender Document  
e) Terms and Conditions of the Contract  
f) Technical Bid  
g) Check List for Technical Bid  
h) Financial Bid  
i) Bidders Profile (Annexure – I)  
j) Form of Undertaking (Annexure – II)  
k) Form of Agreement (Annexure – III)  
l) Form of Bank Guarantee for Performance Security (Annexure – IV)  
m) Bank Mandate Form (Annexure – V)

4.2.1 The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder’s risk and may result in rejection of his bid.

4.1.2 The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

4.2 CLARIFICATION OF TENDER DOCUMENT

4.2.1. The bidder shall check the pages of all documents against page number given in indexes and, in the event of discovery of any discrepancy or missing pages the bidder shall inform the Office of the Deputy Secretary, (Admn) MSDE, New Delhi..

5. PREPARATION OF BIDS

5.1. Language

Bids and all accompanying document shall be in English or in Hindi. In case any accompanying documents are in other languages, it shall be accompanied by an English translation. The English version shall prevail in matters of interpretation.

5.2. Documents Comprising the Bid Tender document issued for the purposes of tendering as described and any amendments issued shall be deemed as incorporated in the Bid.

5.2.1. The bidder shall, on or before the date given in the Notice Invitation to Tender, submit his bid in sealed envelopes clearly marked with the name of the Tender.
5.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be annexed to acknowledge the acceptance of the same.

5.2.3. **Bid Security/EMD:** The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of ₹1.00 lakhs by a Bank Draft issued by a Nationalised Bank in favour of the PAO, MSDE, New Delhi and payable at New Delhi along with the Tender document. The Bid Security will remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

5.3. **BID PRICES:-**

5.3.1. Bidder shall quote the rates in Indian Rupees for the entire contract on a ‘single responsibility’ basis such that the Tender price covers contractor’s all obligations mentioned in or to be reasonably inferred from the Tender document in respect of the Manpower Services at the Ministry. This includes all the liabilities of the Contractor such as cost of uniform and identity cards of personnel deployed by the contractor and all other statutory liabilities like Minimum Wages, ESI, PF contributions, service charges, all kinds of taxes etc. which should be clearly stated by the contractor.

5.3.2. The rates and prices quoted by the Bidder shall contain the details of Basic Wage, Statutory liabilities, leave salary, bonus, uniform and washing allowance, Service Tax liabilities and the agency commission quoted as a percentage of Basic Wage component only, and the tax components inclusive of all taxes and levies including Service Tax.

5.3.3. Conditional bids/offers will be summarily rejected.

5.4. **FORM OF BID:-**
The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

5.5. **Currencies of Bid and Payment:-**

5.5.1. The Bidder shall submit his price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

5.6. **Duration of Contract:-**
The contract may be valid initially for one year which may be extended subject to satisfactory PERFORMANCE.
5.7. BID SECURITY [Earnest Money Deposit]

5.7.1. The contractor shall deposit Bid Security (Earnest Money Deposit) as indicated in para 5.2.3.

5.7.2. Any Tender not accompanied by Bid Security shall be rejected.

5.7.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

5.7.4. Bid security of the successful bidder shall be adjusted against the Performance Security and the remaining amount of Performance Security (if any) after calculation must be submitted in the form of DD/BG in the Ministry and after signing the contract agreement.

5.7.5. Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

5.7.6. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Ministry.

5.8. Format and Signing of Bid:

5.8.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

5.8.2. The documents comprising the bid shall be typed and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

5.8.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Ministry, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialled/signed and dated by the person or persons signing the bid.
6. Submission of Bids:-

6.1.1. The bidder shall submit their offer in three separate envelopes i.e. 1. EMD & Tender Fees, 2. Technical Bid, 3. Financial Bid. All these three envelopes must be sealed, stamped and put in bigger envelop duly sealed and super-scribed as “Tender for Appointment of Manpower Agency” and must be sent to the following address:

To
The Deputy Secretary (Admin), Ministry of Skill Development and Entrepreneurship, Shivaji Stadium Annexe Building (2nd Floor) Shaheed bhagat Singh Marg, New Delhi-110 001

6.1.2. The sealed cover of Technical Bid must consist of the following documents:-

(a) Envelop No. 1: Tender Fee & EMD

(b) Envelop No. 2: Technical Bid as per the prescribed format in original with copies documents as per the Checklist and Eligibility Criteria

(c) Envelop No. 3: Financial Bid as per the prescribed format in original

6.1.3 Validity of Tender: The tender must remain valid and open for acceptance for a period of 180 days from the date of opening of Technical Bid.

6.2 Late and Delayed Tenders:-

6.2.1. Bids must be received in the Ministry at the address specified above not later than the date and time stipulated in the NIT. The Ministry may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Ministry and the Bidder will be the same.

6.2.2. Any bid received by the Ministry after the deadline for submission of bids, as stipulated above, shall not be considered and will be returned unopened to the bidder.

7.1 Bid Opening and Evaluation:-

7.1.1. The authorized representatives of the Ministry will open the Pre-qualification/Technical Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time. They must bring proper authorisation from their firm/agency at the time of opening of the bids failing which they will not be allowed to participate in the opening process.

7.1.2. The bid of any bidder who has not complied with one or more of the conditions prescribed in the terms and conditions will be summarily rejected.
7.1.3. Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders.

7.2 **Right to accept any Bid and to reject any or all Bids:-**

7.2.1. The Ministry is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing to the bidders terminate the tendering process.

7.2.2. The Ministry may terminate the contract if it is found that the contractor is black listed on previous occasions by the any of the Central / State Government Ministry /Department / Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

7.2.3. The Ministry may also terminate the contract in the event the successful bidder fails to furnish the Performance Security or fails to execute the agreement.

8.1 **Award of Contract:-**

8.1.1. The Ministry will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

8.1.2. The Ministry will communicate the successful bidder by facsimile confirmed by letter transmitted by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer") shall prescribe the amount which Ministry will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

8.1.3. The successful bidder will be required to execute an agreement in the form specified in Annexure-III within a period of 30 days from the date of issue of Letter of Offer.

8.1.4. **PERFORMANCE SECURITY (PS):** The successful bidder shall be required to furnish a Performance Security (PS) within 21 days of receipt of "Letter of Offer" for an amount of **Rs. Three lakhs** only in the form of an Account Payee DD, or Bank Guarantee from a Nationalised Bank in an acceptable form (Annexure-IV) in favour of the Pay & Accounts Officer, MSDE and payable at New Delhi. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

8.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.
TERMS AND CONDITIONS OF THE CONTRACT

1. The Service Provider/Agency shall not assign, transfer, pledge or sub-contract, the performance or services, without the prior written consent of this office.

2. All services shall be performed by persons qualified and skilled in performing such services as mentioned in Scope of Work.

3. The Ministry would be free to terminate the contract at any time after giving advance notice of one month in writing.

4. The agency should ensure that person deployed should be of good character and antecedents and agency shall submit police verification certificate to this effect.

5. The Service Provider's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill to enhance the image of this office. The Service Provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

6. The Ministry may require the Service Provider to remove from the site of work, any person or persons, employed by the Service Provider, who may be incompetent or for his/her/their misconduct and Service Provider shall forthwith comply with such requirements.

7. The Service Provider/Agency shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

8. Ministry shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Providers.

9. The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.

10. That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Ministry.

11. The Service Provider's person shall not claim any benefit/ compensation/ absorption/ regularization of services in this office under the provision of Industrial Disputes Act, 1947 and Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.

12. The person deployed shall not claim any Master & Servant relationship against this office.

13. The Service Provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
14. The Service Provider shall engage the necessary person as required by our office from time to time. The said person engaged by the Service Provider shall be employee of the Service Provider and it shall be the duty of the Service Provider to pay their salary every month in time by the Service Provider. There is no Master & Servant relationship between the employees of the Service Provider/Agency and this Ministry. Further the said person(s) of the Service Provider shall not claim any benefit. The Service Provider should not stop the payment of salary on account of delays not attributed to the engaged persons.

15. The transportation, food, medical and other statutory requirement under the various Acts/Govt. Regulations in respect of each personnel of the Service Provider will be the sole responsibility of the Service Provider/Agency. This shall include payment of PF, ESI, and Service Tax and deduction of TDS etc. However, payments in respect of PF, ESI etc. or any such other statutory requirements to the successful contractor shall be made subject to furnishing of proof of such payments to the concerned authorities indicating the PF No., ESI No. etc. of the outsourced persons every month without fail and before submitting bills for the subsequent months. The bills should be for reimbursement of the actual amount to the service rendered by the Service Provider. The Service Provider/Agency shall provide ESI card to the outsourced manpower.

16. Working hours will be 8 ½ hours between 9.00 A.M. and 5.30 P.M. including half an hour lunch break normally from 1.00 p.m. to 1.30 p.m.

17. The personnel may be called on beyond office hours and on holidays / Saturdays / Sundays, if required.

18. The Service Provider/Agency will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.

19. The Service Provider/Agency shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider/Agency.

20. If for any reason the personnel deployed by the Service Provider/Agency proceeds on absence, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The Service Provider shall provide a substitute in case the absence exceeds 5 days or even earlier, in case the agency fails to provide substitute beyond five days liquidated damage @ Rs.500 per day shall be charged.

21. The Service Provider/Agency shall make payment for the outsourced personnel only through their respective individual bank account ON OR BEFORE 7th of each month and shall issue an emolument slip to that effect.

22. In case the outsourced personnel are absent, pro-rata deduction shall be made from his pay assuming a month of 30 days.

23. Payments to the Service Provider/Agency would be strictly on certification by the office with which he is attached that his services were satisfactory and attendance as per the bill preferred by the Service Provider/Agency.

24. The Service Provider/Agency shall be contactable at all times and message(s) sent by E-mail/Fax/Special Messenger/Phone/SMS from the Ministry to the Service Provider shall be acknowledged immediately on receipt on the same day.
25. The Service Provider/Agency shall provide the manpower within a week from the date of receipt of the requirement.

26. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

27. If the selected Agency does not have the registered/branch office in the city of New Delhi, such Agency shall have to open an office in the city within 30 days from the date of issue of the Letter of Intent. In case the Agency fails to do so within the stipulated period, the Work Order shall not be issued to it.

28. Dues of the Agency pertaining to last month of contract shall be released only after submission of proof of timely payment pertaining to wages/Salary, EPF, ESI contributions in respect of all outsource personnel engaged by the Agency for the Ministry.

Deputy Secretary (Administration)
2nd Floor, Shivaji Stadium Annexe Building,
Shaheed Bhagat Singh Marg,
New Delhi - 110001
TECHNICAL BID

ANNEXURE-I

BIDDERS PROFILE FOR PROVIDING MANPOWER SERVICES

Due Date for Tender:

Opening Date & Time:

1. Names, address of firm/Agency and Telephone numbers.

2. Registration No. of the Firm/Agency.

3. Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with.


5. ESI Number

6. Licence number under Contract Labour (R&A) Act

7. Details of Bid Security (EMD) deposited:
   Amount
   Draft No. & Date

8. Annual Turnover (in Lakhs)

9. Manpower on roll

10. Experience of running Manpower services (in years)

11. No. of Supervisory Staff

Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)
Name and Address (with seal)
## Check list for Technical Bid

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Documents asked for</th>
<th>Yes/No</th>
<th>If Yes Page No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bank Draft of ₹ 1,000/-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Bank Draft for ₹ 1.00 lakhs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>One self-attested recent passport size photograph (to be affixed at bidders profile) of the Authorized person.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Undertaking of Truthfulness of Tender Participation (as per format prescribed in Annexure-II)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Undertaking to the effect that the firm has not been Blacklisted - duly notarised.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Returns of the last financial year.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Copy of Service Tax Registration Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Copy of valid Registration Certificate of the firm/agency.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Copy of the Licence under Contract Labour (R&amp;A) Act 1970, of the employer for whom the Manpower Agency is currently undertaking the work.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Copy of valid Provident Fund Registration number.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Copy of valid ESI Registration Certificates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Proof of experiences &amp; satisfactory performance certificates / Work Completion Report as per eligibility criteria.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Copies of accounts of Annual Turnover as per the eligibility criteria.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Copy of Memorandum of Understanding (MoU) in case the Bidder comprises of Joint venture/Consortium/Partnership or relevant document about sole proprietorship.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Proof of ownership and control</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Proof of registered branch office in the city of New Delhi</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Bidders Profile (Annexure-I)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Any other relevant document(s).</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Legible Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

(Signature of the bidder)

Name and Address (with seal)
## FINANCIAL BID

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Component</th>
<th>Quotation (in % of Remuneration upto two decimal places)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Service Charges as a percentage with reference to consolidate remuneration as indicated in column 6 under Scope of Work (excluding Employer’s share towards, EPF/ESI and Service Tax) by the Agency for providing manpower on outsourcing basis.</td>
<td>In Figure %</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In Words ( )</td>
</tr>
</tbody>
</table>

**Note:** Please provide a statement indicating the wage, Employer’s share of EPF and ESI Contribution, Employee’s share towards EPF and ESI, any other deductions if any for each category of personnel and the Net Payment payable for each category.

- Service Tax is payable extra as applicable.

(Signature of the bidder)

Name and Address (with seal)
ANNEXURE-II

(TO BE TYPED ON A LETTER HEAD OF THE FIRM/AGENCY)

UNDERTAKING

To

The Deputy Secretary (Admin),
MSDE,
New Delhi-110001

Subject: Submission of undertaking for providing Security Services in MSDE vide tender notification No........................... dated ..................

Dear Sir,

We, the undersigned, are submitting our bid for providing security services in your Ministry in accordance with your Tender Enquiry No.:.................. dated ..............

We hereby declare that all the information and statements made in this bid are true and we accept that any misinterpretation or false information/documentation contained in it may lead to our disqualification.

We accept all the terms and conditions of this tender document and we are not deviating from your terms and conditions. Our bid is binding upon us. We understand that MSDE is not bound to accept any bid.

Yours sincerely,

Authorized Signature [In full and initials]
Name and Title of Signatory:
Name of Bidder:
Address:

Telephone (Office):
Fax:
Email:
ANNEXURE-III
FORM OF AGREEMENT

THIS AGREEMENT is made on the_____ day ________(Month) _________(Year) Between the President of India through________________________(Name and address of the Department) (hereinafter called “the Department” which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns) of the one part AND ________________(Name and address of the contractor) through Shri ____________________________, authorized representative (hereinafter called “the contractor” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing Security services to the _________________ (Name of the Department) for providing safety, monitoring and surveillance of the Department.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
   a. Letter of acceptance of award of contract;
   b. Terms and Conditions;
   c. Notice inviting Tender;
   d. Bill of Quantities;
   e. Scope of work;
   f. Addendums, if any; and
   g. Any other documents forming part of the contract.

3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute and the Security services w.e.f ____________ as per the provisions of this Agreement and the tender document.

4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs.______________ (Rupees in words)

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions therefrom as may be made under the provisions of the contract at the times in manner prescribed by the contract.

__________________________
IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor For and on behalf of the President of
India Signature of the authorized official Signature of the authorized Officer
Name of the official Name of the Officer
Stamp/Seal of the Contractor Stamp/Seal of the Employer
By the said.......................... By the said..........................

On behalf of the contractor in the presence of

Witness..........................
Name..........................
Address..........................

On behalf of the Employer in the presence of

Witness..........................
Name..........................
Address..........................

Telephone No............. Telephone No............
ANNEXURE-IV
FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 11.1.4 of the NIT)
(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of ______________ between __________________________ (Name of the Bank) (hereinafter called the “Bank”) of the one part and ______________________________ (Name of the Department) (hereinafter called the “Department”) of the other part.

2. WHEREAS ______________________________ (Name of the Department) has awarded the contract for Security services contract for Rs.____________________ (Rupees in figures and words) (hereinafter called the “contract”) to M/s ____________________________ (Name of the contractor) (hereinafter called the “contractor”).

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Employer a Performance Security for a total amount of Rs.____________________ (Amount in figures and words).

4. NOW WE the Undersigned ______________________ (Name of the Bank) being fully authorized to sign and to incur obligations for and on behalf of and in the name of ______________________ (Full name of Bank), hereby declare that the said Bank will guarantee the Department the full amount of Rs.____________________ (Amount in figures and words) as stated above.

5. After the Contractor has signed the aforementioned contract with the Department, the Bank is engaged to pay the Department, any amount up to and inclusive of the aforementioned full amount upon written order from the Department to indemnify the Department for any liability of damage resulting from any defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved in the Works under the Contract mentioned above, whether these defects or shortcomings or debts are actual or estimated or expected. The Bank will deliver the money required by the Department immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and unequivocal.

6. THIS GUARANTEE is valid for a period of ______ months from the date of signing. (The initial period for which this Guarantee will be valid must be for at least six months longer than the anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Department agrees to grant a time of extension to the contractor or if the contractor fails to complete the works within the time of completion as stated in the contract, or fails to discharge himself of the liability or damages or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under the same conditions for the required time on demand by the Department and at the cost of the contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of the Bank or of the contractor.
9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions “the Department”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the ________ day of ________ (Month) ________ (year) being herewith duly authorized.

For and on behalf of the ________ Bank.
Signature of authorized Bank official
Name ______________________
Designation ______________________
I.D. No. ______________________
Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named ______________________ in the presence of:
Witness-1.
Signature ______________________
Name ______________________
Address ______________________

Witness-2.
Signature ______________________
Name ______________________
Address ______________________
**ANNEXURE – V**

**MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER**

To
The Deputy Secretary (Admn),
MSDE, NEW DELHI-110001

Sub: Authorization for release of payment / dues from Indian Ministry of Technology, New Delhi through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/Firm/Company/Ministry:

2. Address of the Party:
   - City_________________Pin Code_________________
   - E-Mail ID_________________Mob No:_________________
   - Permanent Account Number_________________

3. Particulars of Bank:

<table>
<thead>
<tr>
<th>Bank Name:</th>
<th>Branch Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch Place:</td>
<td>Branch City:</td>
</tr>
<tr>
<td>PIN Code:</td>
<td>Branch Code:</td>
</tr>
<tr>
<td>MICR No.:</td>
<td></td>
</tr>
</tbody>
</table>

   (9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)

   | IFS Code:(11 digit alpha numeric code) | |
   |---------------------------------------| |
   | Account Type | Savings | Current | Cash Credit |
   | Account Number: | |

**DECLARATION**

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Deputy Secretary (Admn), Indian Ministry of Technology New Delhi responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: ______________________
Date: ______________________

**Signature & Seal of the Authorized Signatory of the Party**

Certified that particulars furnished above are correct as per our records

Bankers Stamp:
Date: ______________________

**Signature of the Authorized Official from the Bank**

N.B: Please fill in the information in CAPITAL LETTERS, computer typed; please TICK wherever it is applicable.