

No. D-13015(1)/14-GA.
Government of India
Ministry of Micro, Small & Medium Enterprises

Udyog Bhawan, New Delhi
Dated the 10th March, 2015

To,

Subject : Engagement of Safai Karmacharis and Contract Labours for Casual/intermittent work in the Ministry of MSME - invitation of bids regarding.

Sir,

I am directed to state that the Ministry of Micro, Small & Medium Enterprises intends to engage Safai Karmacharis and Contract Labours for Casual/intermittent work in the Ministry. Sealed Quotations are, therefore, invited from experienced and reputed Manpower Agencies for outsourcing of the services of Contract Labours for work in the Ministry as per the details and the terms and conditions as follows:

1. At present, there is a requirement of fourteen Contract Labours and four Safai Karmacharis in this Ministry. This number may, however, vary from time to time. The Casual Labours to be deployed should be minimum 8th standard pass.

2. The initial period of contract would be one year and extendable thereafter subject to satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the competent authority.

3. The rates quoted by the agency would be fixed for a period of one year subject to statutory increase in wages/DA etc. Taxes and statutory levies **payable by the Ministry separately must be quoted distinctly** as per the enclosed format at **Annexure-III** failing which no payment towards taxes, etc. would be made by the Ministry.

3. **Terms and Conditions:** As mentioned at **Annexure I**.

4. Only those who fulfill the following criteria need to submit their bids:-

- a) The manpower agencies should have been in existence for not less than five years and should have been providing services to Ministries/ Departments.
- b) It should have been registered with the Government authorities concerned and a copy of each of the registrations shall be attached with the bid.
- c) It should have PAN number and Sales Tax/Service Tax registration. Proof in this regard may be attached with the bid.
- d) It should not have been blacklisted by any Govt. Departments/organization and a certificate to this effect must be submitted along with the bid.
- e) If a firm quotes '**Nil**' charges / **consideration**, its bid shall be treated as **unresponsive and will not be considered**. The decision of the Ministry taken in this regard shall be final.

5. An earnest money deposit of Rs. 30,000/- (Rupees Thirty thousand only) in the form of demand draft drawn in favour of the DDO, Ministry of MSME, Udyog Bhawan, New Delhi, may be submitted along with the quotation, failing which the quotation shall not be considered valid.

6. Sealed Quotations must be complete in all respects with the duly filled in proforma at **Annexure-II**, acceptance of terms and conditions at **Annexure-I**, duly filled 'Price Bid' on firm's letter head in proforma at **Annexure-III** and Demand Draft for Earnest Money Deposit of Rs. 30,000/- (Rupees Thirty thousand only) drawn in favour of the DDO, Ministry of MSME, Udyog Bhawan, New Delhi.

7. The reference no., date and subject of this letter and the date of opening of the bids must be superscribed on the envelope containing the sealed bid. The bids should be addressed to the Under Secretary (GA), Ministry of Micro, Small & Medium Enterprises, Room No. 49-A, Udyog Bhawan, New Delhi 110011 **and may be delivered by hand, or dropped in the Tender Box near Gate No. 8, Udyog Bhawan, or by post latest by 3.00 P.M. on 01.04.2015. The quotations will be opened on the same day at 3.30 P.M in Room No. 429-D, Udyog Bhawan** where the bidders or their representatives, duly authorized by them, may like to be present.

Encl: Annexures I, II and III

(M.L. Sharma)
Under Secretary to the Government of India
Tel: 23063293

Copy to NIC for placing the above on the web site of the Ministry

TERMS AND CONDITIONS

(1) The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The Agency will also ensure that the personnel deployed are medically fit. The Agency shall withdraw such persons who are not found suitable by the office for any reasons immediately, on receipt of such a request.

(2) The Agency shall engage necessary persons as required by this Ministry from time to time. It shall be the duty of the Agency to pay their salary every month. There is no Master & Servant relationship between the persons of the Agency and this Ministry and, as such, the said persons of the Agency shall have no claim whatsoever against this Ministry.

(3) Accordingly, the Agency's persons shall not claim any benefit/compensation/absorption/regularization of services from/in this Ministry under the provisions of the Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970, or any other Act, Rules, Regulations, etc. applicable to them from time to time. An Undertaking to this effect individually from the out sourced persons shall be required to be submitted by the Agency to the Ministry before their deployment.

(4) The Agency's personnel shall not divulge or disclose to any person, any details of office, office-documents, operational process, technical know-how, security arrangements, administrative or organizational matters and all such matters which are of restricted/confidential/secret nature.

(5) The Agency's personnel should be polite, cordial, positive and efficient through out while at work. They shall not interfere with the working of the employees of the Ministry. Their actions shall promote good will and enhance the image of this Ministry. The Agency shall be responsible for any act of indiscipline on the part of persons deployed by them.

(6) The persons deployed shall not be below the age of 18 years.

(7) The Ministry may require the Agency to dismiss or remove from the site of work, any person or persons, employed by the Agency, who may be found incompetent, or for his/her/their misconduct, and the Agency shall forthwith comply with such requirements. The Agency shall replace any of its personnel, if they are unacceptable to the Ministry because of security risk, incompetence, conflict of interest, or breach of confidentiality, or improper conduct immediately upon receiving written notice from the Office.

(8) The Agency shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work. Such personnel shall also be required to maintain overall cleanliness at and around the place of their deployment/ duty. They ought to observe utmost care while handling office stores/ equipment.

(9) The transportation, food, medical and other statutory requirements in respect of each personnel of the Agency shall be the responsibility of the Agency.

(10) Working hours would be normally 8 ½ hours per day from 9.00 A.M. to 5.30 P.M. during working days including half hour lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may be called on Saturday, Sunday and other gazetted holidays, if required. The persons deputed in the Ministry should be given six day paid leave annually with the condition that not more than 2 leaves in 1 month can be availed at a time.

(11) No wage/remuneration will be paid to any person for the days of unauthorized absence from duty in excess of the six days paid leave annually. The Agency should therefore quote the rates on per person per day basis.

(12) The Agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, ESI Act etc. and the Ministry shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation.

(13) The 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 Agency.

(14) The Agency shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from Ministry to the Agency shall be acknowledged immediately on receipt on the same day. The Agency shall strictly observe the instructions issued by the Ministry in fulfillment of the contract from time to time.

(15) This 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 Agency.

(16) The agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its personnel. If the Ministry suffers any loss or damage on account of negligence, default or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse to the Ministry for the same. The agency shall keep the Ministry fully indemnified against any such loss or damage.

(17) The successful bidder shall furnish a security deposit equivalent to Rs. 30,000/- (Thirty thousand only) in the form of an account payee demand draft drawn in favour of the DDO, Ministry of Micro, Small & Medium Enterprises, New Delhi payable at Delhi, or Fixed Deposit Receipt. The earnest money deposit of Rs.30,000/-(Thirty thousand only) will be returned on receipt of the security deposit. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by the Ministry or non-compliance of the terms of agreement by the Agency or frequent absence from duty/misconduct on the part of manpower supplied by the Agency.

(18) The initial period of contract would be one year extendable yearly subject to satisfactory performance on the same terms & conditions. However, the Ministry reserves the right to terminate the contract without any notice if the services are not found satisfactory and the decision of the Ministry in this regard shall be final and binding. The Ministry also reserves the right to terminate contract and give the contract to the L-2 firm during the

remaining period, if it is discovered that the firm is paying less than the amount indicated under Minimum Wages Act applicable at the time.

(19) On the expiry of the contract, 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.

(20) Payment Terms: (i) No wage/remuneration will be paid to any person for the days of unauthorised absence from duty in excess of the six days paid leave annually.

(ii) The Agency will submit the bill in triplicate in respect of a particular month in the first week of the next month. The payment will be released by the third week of the aforesaid following month after deduction of taxes deductible at source under the laws in force.

(iii) The payment of the services will be made to the Second Party (i.e. Contractor firm/ Agency) every month, **on reimbursement basis in respect of wages/PF/ESI deposits**, on production of formal bill in triplicate in the name of Under Secretary, M/o MSME. The following documents must be enclosed with the bills:

- I. Copies of salary/wages registers signed by employees indicating P.F. Account Numbers;
- II. Soft copy of **ECR** (Electronic Challan cum Return) and separate e-challans of individual employees; and/or Receipt of EPF/ESIC deposit challans with the names of employees against whom the payment has been deposited.
- III. Disbursement of wages to individuals through ECS/cheque and details of Bank Accounts Number of employees with documentary evidence that the amount has actually been transferred in the individual's account.
- IV. Service Tax Challan
- V. Attendance sheet generated from Bio-Metric System.
- VI. Performance report from place of work.

(iv) Payment shall be released by the Ministry after due verification of challans submitted by the agency with reference of TRRN No. and the list of employees in whose accounts deposits have been received by the respective EPFO.

(v) No payment towards PF/ESI shall be released in respect of an individual employee till a PF account is opened in his name and an ESI card is issued to him.

(vi) Wherever required, the agency may be asked to submit the copies of proof of deposit of EPF and ESI within three weeks from the disbursement of wages in a month, or comply with such instructions/procedures as may be prescribed by the concerned Government/Statutory authorities from time to time.

ANNEXURE-II

S. No.	Particulars	To be filled in by the bidder
1	Name of the Agency	
2	Details of EMD	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
3	Date of establishment of the agency	
4	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
5	Whether registered with all concerned Government Authorities. (Copies of all certificates of registration to be enclosed.)	
6	PAN/TIN Number (copy to be enclosed)	
7	Service Tax Registration Number (copy to be enclosed)	
8	Whether the Agency is blacklisted by any Government Department or any criminal case is registered against the Agency or its owner/partners anywhere in India. (If yes details thereof and if no, a declaration/certificate to this effect is to be attached by the Agency in this regard.)	
9	Experience in dealing with Govt. Departments in this regard (Indicate the names of the Departments and years of dealing with those Departments and attach copies of contracts orders placed on the agency.)	
10	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached.	
11	Contractor's P.F. Code No. allotted by EPFO	
12	Whether agency profile is attached?	

ANNEXURE-III**PROFORMA FOR PRICE BID**

Sl. No.	Component of Rates	Per Person on Monthly basis (26 days)	Per person per day
1.	Daily Wages Rate (as per minimum Wages Act, 1984):		
2.	Employees Provident Fund (EPF) i. <u>Employees contribution</u> @ : (to be deducted from wages and deposited by the contractor) ii. <u>Employer's contribution</u> @ including Administrative Charges payable to EPF : (to be paid by the Ministry to the contractor and deposited by the contractor)		
3.	Employees State Insurance (ESI) i. <u>Employees Contribution</u> @: (to be deducted from wages and deposited by the contractor) ii. <u>Employer's Contribution</u> @: (to be paid by the Ministry to the contractor and deposited by the contractor)		
4.	Service Tax Liability @ : (to be paid by the Ministry to the contractor and deposited by the contractor)		
5.	Any other Mandatory Liability: (to be paid by the Ministry)		
6.	Contractor's Administrative/Service charges: (Para 4 (e) of the NIT may be referred) (to be paid by the Ministry to the contractor)		
7.	Total [excluding Sl. No. 2.i & 3.i]		
8.	Amount of wages payable per employee by the Contractor after above mentioned statutory deductions		

Signature:**Office seal**
