

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

Udyog Bhawan, New Delhi - 11
Dated the 05th August, 2014

To,

As per List attached

Subject :- Engagement of Contract Labours for Casual/intermittent work in the Ministry-regd.

Sir,

I am directed to refer to subject mentioned above and to say that the Ministry of Micro, Small & Medium Enterprises intends to engage fourteen 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 detailed below:

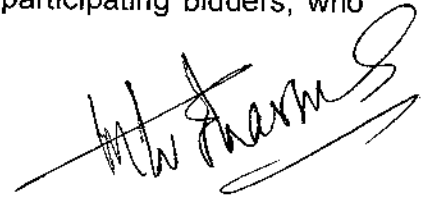
1. Fourteen Contract Labours are required at present. This number may, however vary from time to time. The Casual Labours to be deployed should be minimum 8th standard pass.
2. The initial period of contract would be one year extendable yearly subject to satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the competent authority. **Rates quoted by the agency would be fixed for a period of one year subject to statutory increase in wages/DA etc. Taxes, statutory levies to be paid by Ministry separately must be quoted distinctly as per the enclosed format at Annexure-III failing which no additional payment towards taxes, etc. would be made.**
3. **Terms and Conditions:** As mentioned at Annexure I.
4. Only those who fulfil the following criteria needs 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.
 - (e) If a firm quotes 'Nil' charges /consideration the bid shall be treated as unresponsive and will not be considered.



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 along 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, may be submitted to the Under Secretary (GA), Ministry of Micro, Small & Medium Enterprises, Room No. 49-, Udyog Bhawan, New Delhi 110011 by hand or by post latest by 3.00 P.M. of 25.08.2014. The quotations will be opened on the same day at 3.30 P.M in Room No. 429-D in the presence of the participating bidders, who may like to be present.

Encl: Annexure-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 further that the said persons of the Agency shall not claim any absorption.
- (3) The Agency's person shall not claim any benefit/compensation/ absorption/regularization of services from/in this Ministry under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the Agency to the Ministry.
- (4) The Agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters as all are of confidential/secret nature.
- (5) The Agency's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and 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 him.
- (6) 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.
- (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 incompetent or for his/ her/their misconduct and the Agency shall forthwith comply with such requirements. The Agency shall replace immediately any of its personnel, if they are unacceptable to the Ministry because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- (8) The Agency shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- (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 6 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 unauthorised absence from duty in excess of the 6 days paid leave annually. The Agency should therefore quote the rates on per person per day basis.**

(12). **That 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 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 following month after deduction of taxes deductible at source under the laws in force.

(14) 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.

(15) 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.

(16) 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.

(17) That 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.

(18) 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.

(19) 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.

(20) 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.

ANNEXURE-II

S. No	Particulars	To be filled in by the tenderer
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 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	Whether agency profile is attached?	

PROFORMA FOR PRICE BID

Sl. No.	Component of Rates	Per Person on Monthly basis	Per person per day
1.	Daily Wage Rate (as per minimum wages Act, 1984)		
2.	Employees Provident Fund (i) Employees contribution @ (ii) Administrative Charges etc. @		
3.	Employees State Insurance (i) Employees Contribution @ (to be deducted from wages) (ii) Employer's Contribution @ (to be paid by the Ministry)		
4.	Service Tax Liability @ (to be paid by the Ministry)		
5.	Any other Mandatory Liability (to be paid by the Ministry)		
6.	Contractors (Administrative/Service charge (to be paid by the Ministry)		
	Total (Column 1 to 6)		
	Effective monthly rate of companies for per person		

Signature:

Office seal