

GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

5<sup>th</sup> Floor, A-Wing, Shashtri Bhavan,  
New Delhi dated 21.09.2015

TENDER NOTICE

The Ministry of Corporate Affairs 5<sup>th</sup> Floor, A-Wing, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi - 110 001 intends to outsource the work of 50 Multitasking Staff for a period of one year. The number of persons may vary depending upon the requirements. Reputed, experienced and financially sound Manpower agencies/companies should send their bids on the prescribed tender documents which can be obtained along-with details of terms and conditions from this office from Monday to Friday or can be downloaded from the Central Public Procurement Portal (CPPP) website [www.eprocure.gov.in](http://www.eprocure.gov.in) and our office website [www.mca.gov.in](http://www.mca.gov.in).

2. Last date for receipt of sealed quotation is 15.10.2015 upto 11:00 hrs. The sealed quotations (containing technical and financial bids separately & clearly inscribed) addressed to the Under Secretary(Genl.) Ministry of Corporate Affairs 5<sup>th</sup> Floor, A-Wing, Shastri Bhawan, Dr. Rajendra Prasad Road, New Delhi - 110 001 may be sent by post/by hand latest by 11:00 hrs. on 15.10.2015 the tenders will be opened on the same day in the above said office at 3.30 p.m in the presence of bidders who may like to be present.

3. Ministry of Corporate Affairs, New Delhi reserves the right to accept or reject any/all tender(s) without assigning any reason.



(Riazul Haque)

Under Secretary to the Govt. of India

GOVERNMENT OF INDIA  
MINISTRY OF CORPORATE AFFAIRS

5<sup>th</sup> Floor, A-Wing, Shashtri Bhavan,  
New Delhi dated 21.09.2015

INVITATION OF TENDER DOCUMENTS FOR OUTSOURCING  
THE SERVICES OF MULTITASKING STAFF FOR A PERIOD OF  
ONE YEAR FROM SERVICE PROVIDER AGENCIES/FIRMS.

1. Sealed tenders in conformity with the tender call notice are invited from the service provider Agencies/Firms having valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Service Tax Registration and PAN Card, up to date VAT clearance Certificate and having similar line of business for more than 2 years towards outsourcing the services of Multitasking Staff in the Ministry of Corporate Affairs in its offices in Delhi/New Delhi. The service providers should have local Offices at Delhi/New Delhi to ensure satisfactory fulfillment of contractual obligations.
2. The Service Provider Agencies/Firms having good track record, proof of qualified manpower and relevant experience are eligible to apply. They should produce satisfactory work completion certificate of appropriate value of work and a certificate showing annual turnover for a minimum of two preceding years for not less than 50% of the estimated cost of the present contract.
3. The Multitasking Staff to be provided should possess minimum 10<sup>th</sup> pass qualification. They have to perform the duties of Multitasking Staff as assigned in this office from time to time. The age of persons to be deployed should not be less than 18 years and more than 30 years. The period of contract is for one year.
4. The tender document can be obtained from the website of the Central Public Procurement Portal [www.eprocure.gov.in](http://www.eprocure.gov.in) and our website [www.mca.gov.in](http://www.mca.gov.in). Earnest Money Deposit (EMD) of Rs. 1,50,000/- (Rupees one lakh fifty thousand only) in the form of Demand Drafts drawn in favour of the DDO, Ministry of Corporate Affairs, payable at New Delhi should be submitted along with the

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Technical Bid. The proforma for technical bid and financial bid are given as Annexure -II and Annexure -III.

5. The tenders should be submitted in two sealed covers as indicated below:

(A) The first sealed cover should be superscribed "Technical Bid" and should contain

- I. Checklist of documents submitted (Annexure-I)
- II. The Proforma Annexure-II duly filled in.
- III. Agency profile including details of previous experience of manpower supply to Government/Semi Government/Autonomous Agencies.
- IV. Acceptance of terms and conditions there under.
- V. Demand Draft for Earnest Money Deposit.
- VI. Any other required relevant documents.

(B) The second sealed envelope should be superscribed 'Financial Bid' should contain only rates at which manpower will be provided. (Annexure-III)

(C) Both the sealed covers should be placed in the main sealed envelope superscribed 'Tender for Outsourcing the services of 'Multi Tasking Staff' and sent by post or hand delivered latest by 11.00 A.M. of 15.10.2015. The Technical Bids shall be opened on the same day at 3.30 P.M. in presence of the tenders or their authorized representatives. In the event of office being closed on the last date of receipt or opening of bid as specified, the bid will be received/opened on the next working day at the same time and venue.

6. Tenders received after the due date and time will be summarily rejected. Incomplete and conditional tenders shall not be accepted.

7. The Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record, profile and on such other criteria (the details of which are given at

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Annexure-IV) and only those found fit will be eligible for financial bid opening.

8. The bidders are required to submit EMD along-with the attested copies of valid Registration Certificate, EPF Registration. ESI Registration, PAN Card and up-to date VAT & Service Tax clearance certified along-with the bid documents, failing which the tender shall be declared as non-responsive and thus liable for rejection.

9. Submission of more than one tender paper by a tenderer for a particular work will render the bid liable for rejection.

10. The rates for different category of manpower that may be required for the proposed services shall not be less than the rates of minimum wages prescribed by the Government of NCT of Delhi from time to time under contract Labour (R&A) Act-1970 and the Minimum Wages Act 1948.

11. Adherence to Labour Laws/Rules: The firm/contractor shall comply with all Labour Laws, Rules and Acts in relation to its employees and ensure payment of minimum wages to the personnel engaged on outsourcing basis as per the notifications issued by Government of NCT of Delhi from time to time in compliance with the provisions of Minimum Wages Act and the Contract Labour (Regulation & Abolition) Act, 1970. The payment of wages by the contractor to its employees shall be made by ECS/Cheque and a certificate in the Firm's letter head be furnished to this Department every month along with a copy of the Acquaintance Roll duly signed by the concerned employees, in confirmation of payment of minimum wages/agreed salary and compliance of Labour Laws etc. in each case.

12. The rate of wages, statutory dues and other allowances etc. under the labour law and other laws payable by the employer (the bidder) should be indicated in detail as per the enclosed Annexure-III.

13. The bidders are required to quote their rates both in words and figures and put their signature; they should also sign on any overwriting or any correction made in the tendered rate. The rates

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filled in figure only and not in words shall be liable for rejection and in such cases, the tender cost shall not be returned to the tenderer(s).

14. In the Financial Bids, if the service charges per person quoted is 'NIL' or 'Complementary' or unreasonably very low, the quotation will be rejected out rightly.

15. The bidders while submitting tender shall furnish an affidavit along with the tender about the authenticity of the tender document including EMD and performance certificates. Conditional tenders will not be accepted under any circumstances by the Ministry. EMD deposit of unsuccessful bidders will be refunded within 90 days after finalization of Tender without interest.

16. The Bank Draft/Bankers Cheque produced in connection with this tender should be drawn on any Scheduled Bank in favour of the "P&AO, Ministry of Corporate, New Delhi. Other details can be seen in bidding document.

17. RIGHT TO ACCEPT OR REJECT TENDERS:

A. The tender is liable to be rejected, inter-alia:

- a) If it is not in conformity with the instructions mentioned in the tender paper.
- b) If it is not properly signed by the bidder.
- c) If it is received by Fax.
- d) If it is received after the expiry of the due date and time.
- e) If it is not accompanied by the requisite EMD and other requisite document
- f) A list of manpower available with the firm with qualification must be enclosed along with the tender papers.

B. This office reserves the right to:

- a) Accept / Reject any of the tender in full or part thereof.
- b) Revise the requirement of manpower at the time of placing the order.

- c) Modify, relax or waive any of the conditions stipulated in the tender specification, wherever deemed necessary.
- d) Reject any or all the tenders in part or full without assigning any reason thereof.

18. SCOPE OF WORK: To provide the services of Multi-Tasking Staff to this office during the period of contract as per the requirements and qualifications of personnel prescribed by the Ministry in the tender document.

#### GENERAL CONDITIONS OF CONTRACT

1. The manpower will have to be supplied by the agency within 15 days of award of contract.
2. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated in the tender document.
3. 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. Before deployment, the character and antecedents of persons will be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request. A certificate to this effect should be submitted in the form of an Affidavit.
4. The service provider shall engage necessary persons duly qualified, as required by this office from time to time. The deployment of personnel is to be on monthly basis. The deployment/arrangement of the personnel should be in such a

manner that there shall be no violations of any Rules including and weekly off days, as per Labour Laws.

5. There is no Master and Servant relationship between the employees of the service provider and this office.
6. The service provider's person shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this Ministry.
7. The service provider's personnel shall not divulge or disclose to any person, any details of this office, operational process, technical know-how, security arrangements and administrative/organizational matters as of confidential/secret nature.
8. The service provider's personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Ministry. The decision of the Officer-in-charge on any matter arising under the clause shall be final and binding on the agency.
9. That the persons engaged shall not be below the age of 18 years or above the age of 30 years and they shall not interfere with the duties of the employees of this office.
10. The functional control over the personnel deployed by the Agency will rest with this Ministry and the disciplinary/administrative/Technical control will be with the Agency.
11. This office may require the service provider to dismiss or

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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 the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest any breach of confidentiality or improper conduct upon receiving written notice from office.

12. This Office will arrange entry passes for the personnel deployed after the character and antecedents are got verified by the service provider through local police. These cards are to be constantly displayed & their loss reported immediately.
13. The Service Provider shall provide proper uniform to the personnel deployed by him in this office and the MTS will have to wear proper uniform while in office. No extra charges shall be paid for the uniform by this Ministry.
14. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
15. 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, Employees Provident Fund Act, ESI Act etc. and this office shall not incur any liability or any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will be required to provide particulars of EPF & ESI of its employees engaged in this office. The Agency will comply with all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.
16. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.

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17. The service provider will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month. The payment will be released within a month from the date of submission of claim, complete in all respects such as dated Acquaintance roll, certificate given by the Officer In-Charge regarding attendance and production of documentary evidence towards P.F./ESI/ Service tax in respect of its staff for the previous month. Tax if any shall be deducted at source as per the relevant Act.
18. Payment to the service provider would be strictly on the basis of certification by the officer with whom the personnel is attached that his services are satisfactory and attendance as per the bill preferred by the service provider.
19. No wage/remuneration will be paid to deployed persons for the days of absence from duty.
20. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.
21. The service provider shall provide a substitute well in advance if there is any probability of any 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.
22. The service provider shall be contactable at all times and messages sent by phone/e-mail/fax/special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Ministry in fulfillment of the contract from time to time.
23. This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
24. If this office suffers any loss or damage on account of

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negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, The liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.

25. This office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
26. The service provider shall engage the necessary persons(s) as required by this office from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary and other dues every month and thereafter claim reimbursement from the Department.
27. Working hours would be normally 8 hours per day from 9.00 a.m. to 5:30 p.m. including half hour lunch break during working days. However, the concerned person may have to work beyond office hours, if there is any urgency. The persons deployed shall be punctual and shall abide by the directions of the Department in this regard.
28. The personnel may be called on Saturday, Sunday and other gazette holidays, if required, for which they will be paid extra as per the rates approved by the office.
29. Escalation clause will not be accepted on any grounds during the period the contract is in force.
30. The award of the contract will be subject to the fulfillment of the conditions laid down in Rules 157,158 and 160 of GFR as amended from time to time.

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31. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till such proof is furnished, at the discretion of this Office.
32. The Tax Deduction at Source (TDS) shall be deducted as per the provision of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided to the agency by this Office.
33. The successful bidder shall furnish a security deposit equivalent to 5% of the contract value in the form of an account payee demand draft drawn in favour of the P&AO, Ministry of Corporate Affairs, New Delhi Payable New Delhi or Bank Guarantee from a nationalized commercial bank in an acceptable form safeguarding the interest of this office in all respects. The security deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by this office or non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the Agency.
34. The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions on Rs. 100/- non judicial stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of one year commencing from the deployment of personnel to this Department and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the contract period. Any statutory increase in wages/DA etc. will be absorbed by this Ministry. The contract, agreement is

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extendable by one more year subject to satisfactory performance of the agency and such amendments as mutually agreed to.

35. The service provider shall not assign, transfer, pledge or subcontract the performance of services without the prior written consent of this office.
36. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc. and any amount due to the Service Provider from the office shall be forfeited.
37. 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.
38. Any dispute arising out of the contract shall be settled within the jurisdiction of Delhi.
39. The bidders shall have to obtain the required license from the licensing authority of respective Department/ Circle/ Division/Other units before deployment of personnel in this office.
40. That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.

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41. This office reserves the right to reject any or all the tenders without assigning any reason whatsoever and the decision of the Chief Controller shall be final and binding on all the bidders.



(Riazul Haque)

Under Secretary to the Govt. of India

**UNDERTAKING 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 to abide by them.

Signature of the Tenderer  
with Seal

Name :

Designation:

Address :

Phone No.

## CHECKLIST OF DOCUMENTS SUBMITTED

S.No.	Documents to be submitted	Submitted	Not Submitted	Remarks
1.	Copy of registration of firm			
2.	Copy of registration certificate of EPF			
3.	Copy of registration certificate of ESI			
4.	Copy of Labour License			
5.	Copy of Income Tax Return for the years 2014-15 and 2015-16			
6.	Copy of Service Tax Registration			
7.	Copy of PAN/TAN Cards			
8.	List of clients indicating quantum of work executed with each client.			
9.	Proof of experience			
10.	Details of EMD Deposited			
11.	Copy of VAT clearance certificate.			
12.	Last two years' Income Statement from Chartered Accountant.			
13.	Rate quoted complies with the Minimum Wages Act of Govt. of NCT of Delhi with all other statutory provisions.			

Signature of Bidder with

Seal of the Firm

Full Name of the Bidder with address and date.

ANNEXURE - II

PROFORMA FOR TECHNICAL BID

S.No.	Particulars	To be filled by the bidder
1.	Name of the Agency/Firm	
2.	Details of EMD: i) Amount ii) Draft No. iii) Date iv) Issuing Bank	
3.	Date of Establishment of the Firm/ Agency	
4.	Detailed office address of the firm with Office Telephone Number, FAX Number and Mobile Number and Name of the Contact Person.	
5.	Whether registered with and holding license from all concerned Government authorities including registration under Contract Labour (Regulation & Abolition) Act, 1970 (copies of all registration certificates to be enclosed).	
6.	Labour License Number (copy to be enclosed)	
7.	PAN/TAN No. (copies to be enclosed)	
8.	Service Tax Registration Number(copy to be enclosed).	
9.	ESI Registration number (copy to be enclosed)	
10.	EPF Registration number (copy to be enclosed)	
11.	Whether the firm is blacklisted by any Government Department or is any criminal case registered against the firm or its owner anywhere in India (if no, an undertaking to this effect is to be attached).	
12.	Length of Service in the Field.	
13.	Experience in dealing with Government	

	Departments (indicate the names of the Departments and years of dealing with those Departments and attach copies of contract orders placed on the firm)	
14.	Whether the undertaking regarding acceptance of the terms and conditions has been duly signed, in token of acceptance of the same, is attached.	
15.	Whether Agency profile is attached.	
16.	List of other clients is attached	
17.	Financial turnover of the bidding firm/ agency for the last 03 financial years (2013-14, 2014-15 and 2015-16)	
18.	Whether any show cause notice was ever issued by the Office of Labour Commissioner or any other Government agency. If so, details thereof. (Attach copies of such notices).	



FINANCIAL BID FOR MULTI TASKING STAFF

To

Under Secretary(Genl.)  
Ministry of Corporate Affairs  
A-Wing, 5<sup>th</sup> Floor, Shastri Bhawan,  
New Delhi-110 001

Subject: Quotation for award of contract for providing the services of  
Multi Tasking Staff- Reg.

Sir,

With reference to your tender published in \_\_\_\_\_ on  
\_\_\_\_\_ on the subject mentioned above, I/We quote the  
rate for above mentioned work as under:

Particulars	Rate (in words figures)
Monthly Wages per person deployed (should not be less than the Minimum wages prescribed by the Govt. of NCT of Delhi.	Rs.
ESI: Employer's Contribution	Rs.
Employee's Contribution	Rs.
EPF: Employer's Contribution	Rs.
Employee's Contribution	Rs.
Service Tax	Rs.
Service / Administrative Charges per person per month demanded	Rs.
Any other charges (pl. indicate)	Rs.
TOTAL:	Rs.
Rate per day for attending office on holidays	Rs.
Overtime Rate (per hour)	Rs.

2. I/We accept all the terms and conditions of your Tender Notice referred  
to above. Certified that the above quoted rate is in compliance with

Minimum Wages Act and all the statutory provisions and rules as applicable. The above rate is inclusive of service Tax or any other tax payable to the Government.

Yours faithfully,

(Authorized signatory) (with  
name/designation, contact No. & seal)

Annexure-IV

Evaluation of technical bids for Multitasking Staff.

The Technical Bids will be evaluated based on the track record and past experience of the firm in providing similar manpower to Government/Semi-Government Agencies. The weightage for the technical evaluation shall be assigned as under:

Sl. NO.	Details	Maximum Marks
1.	Previous experience in providing similar category of manpower to Government/semi Government Agencies (10 marks to be assigned per year of previous experience)	50 marks
02.	Clean track record of the Firm during the last three years (10 marks per year if no show-cause notice/debarment notice received (no marks will be assigned for the year during which show-cause notice/debarment notice was received)	30 marks
03.	Financial status (Profit or loss of the firm during the previous two financial years) (10 marks for each year if there was profit as per the audited accounts)	20 marks

2. The financial bids will be opened only of those bidders whose technical bids are found complete in all respects as per the tender document and such bidders score a minimum of 50 marks in the technical evaluation. The Tender Evaluation Committee may fix a minimum amount of Service Charges/Administrative Charges before opening of the financial bids. The final selection would be made on the basis of Combined Quality Cum Cost Based Selection (CQCCBS). Further, in case the lowest rate is quoted by more than one eligible firm, the selection will be based on the marks obtained

by them at the time of Technical Bid analysis.

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