

TENDER FOR HIRING 04 NO. OF MANPOWER FOR CENTRAL REGISTRATION CENTRE, MANESAR, GURGAON (HARYANA) PURELY ON CONTRACTUAL AND OUTSOURCED BASIS.

Sealed quotations are invited in two Bid system from the interested parties for providing **04 nos. of MANPOWER** (Multi-Tasking Staff) for this office located 5th Floor, IICA, Plot No. 6/7/8/, Sector 5, IMT Manesar, Gurgaon, Haryana - 122050. The quotations are to be submitted at the above mentioned address on or before **27/04/2017**.

Details of educational qualification and experience is as under:

Name of Post	No. of Post	Education Qualification	Age
Multi-Tasking Staff (purely on contractual basis)	04	Secondary from recognized Board	Between 21 to 35 years.

1. Security Consideration: The persons deployed by the Agency should not have any adverse police record/criminal case against them. The agency should make adequate enquiries and certify about the character and antecedents of the persons whom they deploy. A copy of the police verification report should be deposited in the Central Registration Centre, Manesar office within 45 days, of issue of letter of award of work.
2. The tentative requirement of the manpower is given above, which may vary from time to time as per requirement. It is further clarified that the requirement of above manpower is only indicative and the same may increase or decrease as per the requirement.
3. The initial period of contract would be for a period eleven months, further extendable, subject to satisfactory performance of the Agency, with such amendments as may be mutually agreed to and also subject to the necessary approval of the competent authority.
4. The manpower will have to be supplied by the Agency within 7 days of award of contract.
5. Terms and Conditions: As at Annexure II.
6. Only those agencies, who fulfill the following minimum eligibility criteria, should submit their bids:
 - (a) The manpower Agency should be in existence for not less than five years.
 - (b) It should be registered with the concerned Government Authorities and a copy of the registration should be attached with the Technical bid.
 - (c) It should have PAN and Service Tax Registration Number, EPF and ESIC registration a photocopy of which should be attached with the Technical bid.
 - (d) It should not have been blacklisted by any organization. Necessary declaration to this effect should be attached with the Technical bid.

- (e) It should be willing to take up the contract on the terms and conditions at
7. The tenders should be submitted in two sealed covers.
- (A) The first sealed cover super scribed as "Technical Bid" should contain the following documents :
- (i) The proforma at Annexure – III, duly filled in, along with self-attested relevant documents/information.
 - (ii) Agency profile including previous experience of manpower supply to Government Departments, etc.
 - (iii) Acceptance of terms and conditions at Annexure – II
 - (iv) Demand Draft for Earnest Money Deposit.
 - (v) All other required documents like Pan Number, Tin Number, ESIC, EPF, Work Experience Certificate etc.
- (B) The second sealed envelope super scribed as 'Financial Bid' should contain only rates for supply of Manpower on monthly basis for normal duty of 8 hours per day (excluding lunch of half hour) per person for five days a week (Annexure –IV).
- (C) Both the sealed covers should be placed in the main sealed envelope super scribed 'Tender for supply of Manpower'. This should be addressed to The Registrar of Companies, Central Registration Centre, on above mentioned address by Speed Post
8. The bids will be opened by the Purchase Committee on **27/04/2017** in the O/O Registrar of Companies, Central Registration Centre, in the presence of the participating bidders, who may like to be present or through their authorized representatives.
9. The Purchase Committee will assess the ability of the agencies to supply requisite number of personnel in different categories based on its record, profile and on such other criteria as it may fixed and only those found fit will be eligible for Financial bid opening. The eligible Agencies will be intimated about the date and time of opening of Financial Bid and they may participate in the process.

-SD-

**Dy Registrar of Companies,
Central Registration Centre (CRC)**

TERMS AND CONDITIONS

- (1) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for the category.
- (2) The tentative requirement of the manpower is given at the beginning, which may vary from time to time as per requirement. It is further clarified that the requirement of above manpower is only indicative and the same may increase or decrease as per the requirement.
- (3) The persons deployed by the Agency should not have any adverse 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 character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to the Central Registration Centre, Manesar.
- (4) The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
- (5) The Service Provider shall withdraw such employees who are not found suitable by the Central Registration Centre, Manesar for any reasons immediately on receipt of such a request from the Central Registration Centre, Manesar.
- (6) The service provider shall engage necessary persons as required by this Central Registration Centre, Manesar 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 every month through Cash/Account Payee Cheque and provide a proof of doing so to the Central Registration Centre, Manesar. The Company/Firm/Agency will provide proof of receipt of wages by the workers before the end of each month. There is no Master & Servant relationship between the employees of the service provider and this Central Registration Centre, Manesar and further that the said persons of the service provider shall not claim any Absorption in the Central Registration Centre, Manesar, on any ground whatsoever.
- (7) The service provider's personnel's shall not claim any benefit/compensation/absorption/regularization of services from/in this Central Registration Centre, Manesar 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 the Central Registration Centre, Manesar.

- (8) The service provider'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 these matters are of confidential/secret nature.
- (9) The service provider's personnel 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 Central Registration Centre, Manesar. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by the Agency.
- (10) That the persons deputed shall not be below the age of 21 years above 35 years.
- (11) The Central Registration Centre, Manesar office may require the service provider to remove from the office, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct or due to any other reason whatsoever, the service provider shall forthwith comply with such direction and shall replace such person immediately.
- (12) The service provider has to provide Photo Identity Cards to the persons deployed by them for carrying out the work. These cards are to be constantly displayed by their persons & their loss reported immediately.
- (13) The service provider shall ensure proper conduct of their persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- (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) Working hours would normally be 8 ½ hours per day from 9.30 A.M. to 6.00 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. They may be paid extra wages as per the rates approved.
- (16) 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, Employees Provident Fund Act, ESI Act, etc. and the Central Registration Centre, Manesar shall not incur any liability of the service provider for any expenditure whatsoever on the persons employed by the agency on account of any such statutory obligation. The agency will have to provide particulars of EPF, ESI of its employees engaged in the Central Registration Centre, Manesar, on monthly basis, along with bill submitted by them.
- (17) The service provider will submit the bill, in triplicate in respect of a particular month in the first week of the next month along-with copies of receipts towards PF/ESI/Service Tax deposition for the previous month and copies of attendance register(s). 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.

- (18) Payments to the service provider would be strictly on certification by the officer with whom the person deployed is attached that his services were satisfactory and his attendance certified as per the bill preferred by the service provider.
- (19) No wage/remuneration will be paid to any person for the days of absence from duty.
- (20) The service provider will have to provide the required number of additional persons for a shorter period also, in case of any exigencies as per the requirement of this Central Registration Centre, Manesar.
- (21) The service provider 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.
- (22) The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from Central Registration Centre, Manesar to the service provider shall be acknowledged immediately on receipt, on the same day. The Service Provider shall strictly observe the instructions issued by the Central Registration Centre, Manesar in fulfillment of the contract from time to time.
- (23) This Central Registration Centre, Manesar 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) 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 staff and its employees, etc. If the Central Registration Centre, Manesar suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to the Central Registration Centre, Manesar for the same. The agency shall keep the Central Registration Centre, Manesar fully indemnified against any such loss or damage.
- (25) The Central Registration Centre, Manesar 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 successful bidder shall furnish a Performance Security Deposit equivalent to **Rs. 25,000/-** in the form of an account payee demand draft drawn in favour of **PAO Delhi ,Ministry of Corporate Of affairs** of the payable at New Delhi/ Fixed Deposit Receipt from a commercial bank/ Bank Guarantee from a commercial bank, in an acceptable form, safeguarding the interest of the Central Registration Centre, Manesar 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 the Central Registration Centre, Manesar or noncompliance of the terms

of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the Agency.

(27) The successful bidder will enter into an agreement with this Central Registration Centre, Manesar for supply of suitable and qualified manpower as per requirement of this Central Registration Centre, Manesar on these terms and conditions. The agreement will be valid for a period of twelve months from the date of contract and shall continue to be in force in the same manner, unless terminated in writing. The charges 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 period of one year. However, in case the contract has been given at minimum wages, the minimum wages will be revised by the Government of NCT of Delhi and Government of Haryana as the case may be the same will be payable from time to time. The contract/agreement is further extendable subject to satisfactory performance of the agency with such amendments as mutually agreed upon.

(28) The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this Central Registration Centre, Manesar.

(29) The agency shall disburse the salary of the workers before 7th of the succeeding months.

(30) However, 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 agency from the Central Registration Centre, Manesar shall be forfeited by the Central Registration Centre, Manesar.

(31) 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 no employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

(32) In the event, of any dispute arising in respect of the clauses of the agreement, Courts at Delhi will have the jurisdiction to adjudicate upon the matter, if any.

(33) The Agency shall be responsible for faithful compliance of the terms and conditions of this agreement. Failure of it will attract forfeiture of the performance security deposit as well as the termination of their contract and getting the work done through some outside agency at their cost and risk, during the remaining period of contract.

Annexure III**TECHNICAL BID**

Sl. No.	Particulars	To be filled in by the Tenderer
01	Name of the Agency	
02	Details of EMD	
	(i) Amount	
	(ii) Draft No.	
	iii) Date	
	(iv) Issuing Bank	
03	Date of establishment of the agency	
04	Office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
05	Whether registered with all concerned Government Authorities. (Copies of all certificates of registration to be enclosed.)	
06	PAN (copy to be enclosed)	
07	Service Tax Registration Number (copy to be enclosed)	
08	Registration/Licence No. under Contract Labor (Regulation & Abolition) Act, 1970	
09	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India (If no, an undertaking to this effect is to attached in this regard.)	
10	Length of experience in the field	
11	Experience in dealing with Govt. Departments (Indicate the names of the Departments and years of dealing with those Departments and attach copies of contracts orders placed on the agency.)	
12	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached	
13	Whether agency profile is attached?	
14	List of other clients	

(Name & Signature)
with date

Annexure IV

FINANCIAL BID

For providing Manpower to the Central Registration Centre purely on contractual basis

Name of Tendering Company / Firm / Agency _____

Dated : _____

Name of Bank / Branch : _____

S. No.	Post	Daily wage rates as prescribed by Govt. of N.C.T. of Delhi and Govt. of Haryana as the case may be (Basic minimum wage)	EPF	ESI	Service Tax	Any other statutory liability	Contractors (Admn./Service Charges)	Overtime (OTA)	Total
01	Multi-Tasking Staff								

NOTES:

1. Rates quoted should be equal to or more than the minimum wages prescribed under Minimum Wages Act., 1948 as applicable in the NCT of Delhi.
2. If the rates of any post quoted are less than the minimum wages as prescribed by Govt. of NCT of Delhi, entire tender will be rejected.
3. Contractor's Administration/Service Charges cannot be "NIL" or "Zero".
4. If any of the statutory liability not included, the tender will be rejected.