

By Speed Post

F.No.5(5)/2007-NMCC
Government of India
National Manufacturing Competitiveness Council
(Ministry of Commerce & Industry)

Vigyan Bhawan Annexe, New Delhi
Dated the 13th August, 2007

Subject: Tender Notice for outsourcing of Secretarial Assistance/ General Assistance on Contract Basis.

National Manufacturing Competitiveness Council (NMCC), an Apex Autonomous body set up by the Government of India, invites sealed tenders from well established reputed firms/registered Service Providers for providing **secretarial manpower viz. Office Assistants (Clerks) and Staff Car Drivers on contract basis**. The number shall vary depending upon the actual requirement of the Council from time to time.

TENDER REFERENCE : No.5(5)/2007-NMCC.
TENDER DATE : 13th August, 2007
CLOSING DATE & TIME : 28th August, 2007 at 1500 Hrs
TENDER OPENING DATE & TIME : 28th August, 2007 at 1600 Hrs

2. The tenders will be opened by the Tender Committee in Room No. 242, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi-110011 in the presence of the representative of participating bidders.

3. The Service Providers shall provide the required manpower within a period of one week from the date of placement of the order by the Council.

4. The Service Providers should have sufficient experience of providing manpower to various Government Departments, Public Sector Undertakings and Government Autonomous organizations.

5. Eligibility:

a. Office Assistants (Clerks):

(i) Graduate with good knowledge of English and computers - having thorough knowledge of word processing and software presentation;

(ii) Typing speed of 40 words per minute in English.

b. Staff Car Drivers:

(i) 10th Pass

(ii) Should have valid Driving LMV Commercial License.

(iii) Five years driving experience and have thorough knowledge of Roads of Delhi and other NCR Region.

6. **Period:** The period of contract will be initially for six months extendable at the discretion of the NMCC, depending upon the requirements as well as the performance of the persons deployed and the Service Providers.

7. **Selection:** By merit - Interview and Skill Test will be the only criteria of selection of the Candidates. The Council will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. For interview and skill test the Service Provider has to send a list of candidates five times of the requirements (5x1) within a week's time from the date of placement of the requisition.

8. Place of Duty, Working Hours and Punctuality:

8.1 The Council is housed in Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi-110011. The personnel so deployed shall have to report for duty at the above place.

8.2 The normal working hours of secretarial staff(Office Assistant) shall be from 09.00 A.M. to 05.30 P.M. (extendable upto 06.30 p.m. without any extra payment) on all Government of India working days in New Delhi.

8.3 The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.

8.4 If need arises, the Secretarial staff shall have to sit late or come early or attend the Office even on Saturday/Sunday/Gazetted Holiday (as per work requirements).

8.5 The duty hours for the Drivers ordinarily will be from 8.30 a.m. to 6.30 p.m. on all working days of the Government of India but some time even beyond that subject to the exigencies of services. The Driver can be called upon for duty even

on Saturdays / Sundays/ Other Gazetted holidays, for which he will be paid Overtime charges for a maximum of 8 hours.

8.6 For late sitting (after 06.30 p.m.) or attending the office on Saturday/Sunday/Gazetted Holiday extra remuneration for the complete extra hour shall have to be paid by the Service Provider to the employee on pro-rata basis to be calculated @ 30 days in a month, which may be billed to the Council by the Service Provider.

9. **Security Considerations:** 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.

10. **Criteria for qualification of the Service Providers:**

The following criteria shall be applied for qualification of the Contractors:

- a) Past experience and Performance on similar work done for the Government of India Departments/ Government Bodies/PSUs for last 3 (three) years.
- b) The firm should be registered with Service Tax Department.
- c) The firm should have an office in Delhi/NCR.
- d) The turnover of the firm during last 3 financial years should not be less than Rs.50.00 lakh per annum.
- e) Financial worthiness and competence to be substantiated through Income Tax Clearance Certificate, PAN/ST/TIN / VAT No., EPF Registration, annual report (Balance sheet & P/L A/c.) for the last 3 years.
- f) Persons deployed by the Service Provider shall not be less than 18 years in age.

11. **Earnest money (EMD):** **Rs.5,000/-** (Rs. Five thousand only) in the form of crossed DD / Pay Order drawn in favour of DDO, National Manufacturing Competitiveness Council, New Delhi and drawn on International/Nationalized Bank/Scheduled Bank must be submitted along with the quotations). **Offers without EMD will not be considered.**

12 **Refund of EMD:** EMD of the unsuccessful bidders / contractors will be returned back as soon as the decision is taken by NMCC regarding placement of order. **The EMD** would be returnable on the non-interest bearing basis. The EMD

of successful bidder will be release on receipt of bank Guarantee as mentioned at para 13 below.

13. **Security Deposit:** The successful bidder shall have to furnish a Bank Guarantee from a National / International Scheduled Bank for an amount of Rs.5,000/- or @ 10% of the annual contract value for the manpower supplied whichever is higher, which will be forfeited in case the supply of manpower is delayed beyond the stipulated period as indicated at Para 3 above.

14. **Forfeiture of EMD / Security Deposit:** In case of non-submission of the security deposit and / or non-acceptance of the order, the EMD submitted along with offer is liable to be forfeited. Likewise non-performance of the contract will result in forfeiture of security deposit.

15. **Payment Terms:** Our standard terms of payment are within 30 days from the date of submission of bills in triplicate along with a copy of acquaintance roll of payment made to their employees certified by the competent authority in NMCC. The payment shall be made through Cheque(s) only.

16. **Payment of salary by Service Provider:** The Service Provider shall ensure that the salary to the persons so employed is made by 7th day of the succeeding month not below the Minimum Wages, including the Dearness Allowance, notified by the Government of National Capital Territory of Delhi from time to time. The payments shall be made in front of an Officer of the NMCC, so appointed by the Council for this purpose.

16. **Income Tax:** The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the payments made. Tax deduction certificate will be issued to the Service Provider by NMCC.

17. **Penalty Clause:** In emergent cases such as the person deployed falls sick or is not able to attend the office for the reasons beyond his control continuously for more than a day, the Service Provider shall deploy a suitable substitute. If the contractor fails to deploy the substitute, without prejudice to any other right or remedy available under the law to the Council on account of such breach, prorata recovery alongwith penalty equal to @ 2% of the monthly charges per day will be recovered from the monthly bill of the contractor. The quantum of recovery will be decided by Competent Authority in NMCC which will be final and binding on the Service Provider.

17. **Termination of Contract:** In case of any material violation of any of the terms & conditions by the Service Provider, the Council reserves its right to unilaterally terminate the contract.

18. The bidder shall hold harmless and keep NMCC indemnified against all claim arising as a result of any dispute between the Service Provider and the manpower so deployed in the Council.

19. Submission of offer: Offer must be submitted in Sealed Cover alongwith the details super scribed with above Tender Reference No., Closing Date & Closing Time with bold letters and Firm's seal with address. The envelope should be properly sealed, addressed and submitted on or before the due date & time at the following address and receipt obtained.

Deputy Chief,
National Manufacturing Competitiveness Council
Room No. 242, Vigyan Bhawan Annexe, New Delhi-110011.
Telefax: 011-2302-2535
E-mail: ss.madan@nic.in

20. The bids may also be sent by Speed Post / Courier Service well in advance to reach the above office at least 48 hours before the due date and time. Offers received beyond the due date and time of the tender will not be considered.

- a) Late offer will not be considered and timely submission of tenders is the responsibility of the bidders.
- b) No excuses, such as delay in issue of pass, traffic-problem etc. shall be entertained.
- c) There should be NO OVERWRITING. The rates must be preferably typed.
- d) Quotations not fulfilling the requirement shall be rejected.
- e) Validity of your offer shall be for a period of minimum 90 days from the date of consideration of the bids. Bids having the validity of less than 90 days would be considered non-responsive and declared invalid.
- f) Offer must be submitted on firm's letter head duly signed and stamped.

21. In case the Service Provider's offer deviates from NMCC's requirements, and terms & conditions in any manner, these deviations must be clearly indicated in the Tender letter, failing which the Council's requirements and terms & condition will be binding on the Service Provider.

22. One duly authorized representative of each bidder would be allowed to participate in the opening of the tender.

23. We look forward to receive your most competitive and reasonable offer against this tender notice.

(S. S. MADAN)
Deputy Chief, NMCC

Telefax: 2302-2535
E-mail: ss.madan@nic.in

TERMS AND CONDISTIONS

1. The responsibility of statutory/compulsory deductions like EPF/Income Tax etc. will be of the Firm/Supplier. No extra payment shall be made by the Council.
2. The Service Provider shall submit the pre-receipted bills (in triplicate) to the Council on monthly basis after completion of the month for payment. Ordinarily, the payment shall be made within 30 days from the date of submission of the bills.
3. The liability of service tax or any other tax will be borne by the Company/Contractor.
4. The copies of appointment letter issued to the personnel deployed in the Council shall be provided to the Council.
5. The Service Provider will provide to the Council, a list of all personnel so deployed with permanent and present address along with their photographs. The character verification of the personnel through local police should be furnished at the time of deployment.
6. The Council shall have the right to terminate the contract at any stage without assigning any reason whatsoever. In case of any dispute, the decision of the Competent Authority of the Council will be final and binding.
7. **Statutory obligations:** The Service Provider is required to obtain and deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract. If the Service Provider is refused a license for any reason whatsoever or fails to obtain the license within the stipulated period of 30 days, the contract shall automatically stand terminated and the Council shall be at liberty to recover losses, if any, from the Service Provider.
8. The Service Provider shall ensure that the manpower engaged by them is pre-verified for character and antecedents before deploying them for duty in the Council's office.
9. The Service Provider shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The Council shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.

10. The Service Provider will be responsible for any damages done to the property of the Council by the personnel so employed.

11. The Service Provider shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and the Council shall not be a party to any dispute arising out of such deployment by the Contractor. The Agency shall arrange such facilities like EPF and ESI as provided for in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the NMCC.

12. It shall be the responsibility of the Service Provider to issue the employment card to the worker as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act.

13. The Council has the right to change/replace the personnel at any point of time.

14. The Service Provider will supply a panel of suitable candidates to enable a proper choice to be made and depending on the qualifications/ credential/ experience; the selection would be made by the Competent Authority in NMCC.

15. The Service provider shall replace immediately any of its personnel, if they are unacceptable to the Council because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of manpower supplied by the agency upon receiving written notice from Council.

16. The Council 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.

17. The service provider's personnel working in NMCC should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of the Council. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

18. 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 are of confidential/secret nature.

19. The service provider's person shall not claim any benefit/ compensation/ absorption/ regularization of services with this Council under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act,

1970. Undertaking from the person to this effect will be required to be submitted by the Service Provider to this office.

20. Any dispute regarding working hours and regarding compensation to be paid to the workers deployed will be the responsibility of the Service Provider and no representation will be entertained on this issue by the NMCC.

21. The service provider shall ensure deployment of suitable people from proper background 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 withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

22. 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.

23. The service provider shall engage the necessary person as required by the Council from time to time. The said person engaged by the Service Provider shall be the employee of the Service Provider and it shall be the duty of the service provider to pay their salary every month by 7th day of the succeeding month. There is no Master & Servant relationship between the employees of the service provider and the Purchaser (NMCC). Further that the said person of the service provider shall not claim any absorption.

24. The transportation, food, medical and other statutory requirement in respect of each personnel of the service provider will be the responsibility of the Service Provider and that the Council will not entertain any claim in this regard.

25. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect submitted to the Council.

26. The personnel may be called on Saturday, Sunday and other Gazetted holidays, if required. They may be paid extra on pro-rata basis by the Service Provider who may in turn claim the same from the Council.

27. 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.

28. Payments to the service provider would be strictly on certification by the officer with whom the person is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.

29. The service provider shall be contactable at all times and message sent by e-mail/Fax/Special Messenger from Council to the Service Provider shall be acknowledged immediately on receipt on the same day.