



Sagarmala Development Company Ltd

T E N D E R

**For selection of Agency for providing Manpower on
the outsource basis**

Ref. No.: SDCL/NIT/20-21/4

July 2020

TENDER

For selection of Agency for providing Manpower on the outsource basis

Sl. No.	Particulars	Date & Time
1	Date of Issue of Tender Document	30-07-2020
2	Last Date and time for submission of Tender Document	20-08-2020 15:00 HRS IST
3	Date and time for opening of Technical Bids	20-08-2020 15:30 HRS IST
4	Date and time for opening of Financial Bids	To be communicated post evaluation of Technical Bids
5	Tender document fee (non-refundable)	Rs. 1,000/- + 18% GST = Rs 1,180/-
6	Earnest Money Deposit (EMD)	Rs 40,000/-
7	Likely date for commencement of deployment of required manpower	27-08-2020

TENDER NOTICE

For selection of Agency for providing Manpower on the outsource basis

1. SDCL, is a CPSE under Ministry of Shipping established under the Companies Act, 2013 to promote port led development in the country under Sagarmala Programme, invites sealed tenders under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Agency for providing **Secretarial Assistant, Data Entry Operator with knowledge of Accounts & Tally Software, Multi-Tasking Staff (Skilled), Housekeeping Staff (Unskilled), Driver and clerical staff on outsource basis for a period of one year** from the date of contract. The contract may be extended by period of another six months at the discretion of SDCL.

2. The complete Tender Document with scope of work and terms & conditions can be downloaded from the website of SDCL i.e. www.sdclindia.com or <https://sdcl.euniwizarde.com> The last date and time of submission of tenders will be **15:00 hrs IST on 20 August 2020**. The Technical bid (along with supporting documents) and Financial bid have to be submitted online. The payment of Tender document fee and Earnest Money Deposit shall be done through NEFT as per the details provided below:

Account Name: Sagarmala Development Company Limited

Bank Name: Punjab National Bank, Sansad Marg, New Delhi-110001

Account No.: 0153005900000047

IFSC : PUNB0015300

The scanned copy of the proof of payment of Tender document fee and Earnest Money Deposit have to be uploaded with the Technical bid (along with other supporting documents).

3. Tender document fee (non-refundable) of Rs.1000/- + 18% GST = Rs 1,180/- (Rs. One Thousand one hundred and eighty only) to be paid through NEFT in favour of Sagarmala Development Company Limited as per the details provided in section 2 above. The Bid unaccompanied with the Tender document fee shall be summarily rejected.

4. The validity of Tenders will be 60 days from the date of opening of Tenders.

5. The interested and eligible Agency may submit bid for various categories of personnel, complete in all respects along with Earnest Money Deposit (EMD) of Rs. 40,000/- (Rupees Forty Thousand only) through NEFT in favour of Sagarmala Development Company Limited payable as per the details provided in section 2 above. The tenders shall not be entertained without EMD, tender document fee and after the deadline under any circumstances whatsoever.

6. The opening of technical bids will take place at SDCL's Office at 1st Floor, Thapar House, Gate No. 2, 124 Janapath, New Delhi – 110 001 on 20th **August 2020** at 15:30 HRS IST in the presence of authorized representative of Bidders as may wish to be personally present
7. SDCL reserves the right to amend/cancel any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the SDCL in this regard shall be final and binding on all.
8. SDCL reserve the right to amend/modify the terms of the tender documents any time before the submission of bid. In order to afford the bidder a reasonable time for taking the amendment into account, SDCL may at its discretion extend the last date of submission. Such amendment, if any, will published on SDCL website www.sdclindia.com and SDCL e-tender website <https://sdcl.euniwizarde.com>.
9. Instructions for online Bid Submission through Tender site <https://sdcl.euniwizarde.com> is provided as Annexure-II

Company Secretary

Schedule of Work

Name of Company: Sagarmala Development Company Limited (SDCL)

Name of Work: 1st Floor, Gate No. 2, Thapar House, 124 Janpath, New Delhi-110001

Sub Head: Providing various services in the O/o SDCL.

S. No	Particular	Unit	Qty	Rate	Amount
1.	Multi-Tasking Staff (MTS) (Skilled): Should be minimum Class X pass. Providing services of office attendant for dusting/ cleaning of furniture & fixtures such as tables, chairs, almirahs, window glass panes/doors etc. & as well as carrying of office files & DAK & other miscellaneous jobs as per direction of Company Secretary in the Corporate Office of SDCL. (Minimum Salary of Rs. 17,991/- is to be paid including EPF and ESIC employee part only, if any)	Per Person per Month	36 Nos. (3 persons for 12 months)	17,991/-	6,47,676/-
2.	Data Entry Operator: Graduate having minimum of 5 years' experience of working with Central/State Government offices/reputed Public/Private institutions and well conversant with MS Office, Accounts & Tally Software. (Minimum Salary of Rs. 28,572/- is to be paid including EPF and ESIC employee part only, if any)	Per Person per Month	12 Nos. (1 person for 12 months)	28,572/-	3,42,864/-
3.	Secretarial Assistant: Graduate having minimum of 5 years' experience of working with Central/State Government offices/reputed Public/Private institutions and well conversant with computers and essentially well trained in MS Office. Additionally, they shall have qualification of taking dictation @ 80W.P.M. and transcription of 800 words in 50 minutes (English). (Minimum Salary of Rs. 25,072/- is to be paid including EPF and ESIC employee part only, if any)	Per Person per Month	12 Nos. (1 person for 12 months)	25,072/-	3,00,864/-
4	Housekeeping Staff (Unskilled): Sweeper for corporate office who clean the office before arrival of officers of the company in morning and take care the sweeping and cleaning work during office hours.	Per Person per Month	12 Nos. (1 person for 12 months)	14,842/-	1,78,104/-

	(Minimum Salary of Rs. 14,842/- is to be paid including EPF and ESIC employee part only, if any)				
5.	Driver: Should be minimum Class X pass. Should have valid driving license for atleast next 2 years. Should have experience of minimum 5 years in driving of Light Motor Vehicle (LMV) (Minimum Salary of Rs. 17,991/- is to be paid including EPF and ESIC employee part only, if any)	Per Person per Month	24 Nos. (2 persons for 12 months)	17,991/-	4,31,784/-
6	Clerical Staff: Graduate and well conversant with MS Office. (Minimum Salary of Rs. 19,572/- is to be paid including EPF and ESIC employee part only, if any)	Per Person per Month	12 Nos. (1 person for 12 months)	19,572/-	2,34,864/-
Total					
Agency charges %age and amount					
Grand Total					

Terms of Conditions

- The Persons to be engaged through the agency shall be for a **period of 12 months** and will not have any claim on SDCL/Govt. Service.
- Weekly rest will be decided by SDCL.
- The working hours will be 8 hours per day i.e. from 9:30 am to 6:00 pm (Lunch 1:00 PM to 1:30 PM).
- Wages will be paid as per approved rate of Government of Delhi as amended from time to time.
- SDCL shall be at liberty to discontinue/ terminate the work-order at any time without giving any notice, if the performance is not found satisfactory or otherwise also, without assigning any reason. The decision of Managing Director, SDCL, regarding above shall be final and binding on the agency.
- The persons deployed by the agency should be well mannered and neatly dressed. Whenever required, the agency shall replace the persons at his risk and cost, based on the requirements of SDCL.
- In respect of GST, same shall be paid by the agency to concerned department and it will be reimbursed by SDCL after satisfying that it has been actually & genuinely paid by the agency.
- The rates are net and nothing extra will be paid.
- Statutory recoveries shall be made from the agency's bill as prescribed by the Govt. of India.
- The agency shall require to take labour license for employing labour. The labour employed by the agency shall have valid ESIC and EPF registration with competent authority and the agency shall pay necessary contribution towards ESIC and EPF during the currency of work order (wherever required).
- These contributions on the part of the employer paid by the agency shall be reimbursed by SDCL to the agency on actual basis after proper verification.

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12. The agency shall pay to its employees as per minimum wages (minimum wages of Delhi / NCR) Act and the same shall be paid through ECS/by cheque. The agency shall submit the proof of payment to worker(s) along with each bill.
13. The Agency should have office in Delhi and/or NCR.
14. Minimum rate of wages shall be revised based on the prevailing notification applicable for NCT of Delhi.
15. No overtime will be paid for less than one extra hour of work in a day. Hourly rate of overtime will be calculated as follows:
Hourly rate= Per day rate as prescribed by Delhi Government/8

Non-compliance with any of the above conditions by the Agency will amount to non-eligibility for the service for which tender has been floated and its tender will be summarily rejected.

Technical Bid

- i. The interested Agency may submit the tender document, complete in all respects, along with the proof of Earnest Money Deposit (EMD) of Rs. 40,000/- (Rupees Forty Thousand only) and other requisite documents latest by 15:00 hrs IST on **20th August 2020**. Any bid not accompanied by the EMD, tender document fee shall be considered as non-responsive and will be rejected by the Employer. EMD of unsuccessful Bidders will be returned by the SDCL, without any interest, on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by SDCL. EMD of selected bidder will be converted to Performance Security Deposit and will not be refunded till successful completion of contract.
- ii. The tenders have been invited under two-bid system i.e. Technical Bid and Financial Bid.
- iii. Conditional bids shall not be considered and will be rejected out rightly at the very first instance.
- iv. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. **All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the Agency.**
- v. The Technical Bid shall be opened first on the scheduled date and time (At 15:30 hrs. IST on 20th August 2020) at SDCL's Office at 1st Floor, Thapar House, Gate No.-2, 124 Janpath, New Delhi-110001, in the presence of the representatives of the Bidders, if any, who wish to be present at that time. The Technical Bids shall be evaluated by a Technical Evaluation Committee. The Technical Evaluation Committee may seek clarification (if required) on the submission made by the bidders in the Technical bid.
- vi. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on the specified date & time at SDCL's Office in the presence of short-listed bidders or their authorized representatives.
- vii. The competent authority of SDCL, New Delhi reserves the right to annul any or all bids without assigning any reason.
- viii. The bidder shall submit the Technical bid online as per the format enclosed along with documents mentioned in Annexure I. **The Bidder is required to submit the scanned copy of duly filled, signed and stamped "Format of Technical Bid" along with all the supporting document at e-tender website <https://sdcl.euniwizarde.com>**
- ix. The Bidder needs to demonstrate the following in the technical bid
 - (a) Agency should have experience of completion of at least one service where it has provided 10 persons in one organization during last 3 years in single contract. Organizations shall include Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs/Private Sector. Bidders are required to submit certificate of satisfactory performance from the organization to substantiate the claim.
 - (b) Financial worthiness and competence to be substantiated through submission of Insolvency certificate for Rs 1.25 lakhs along with Audited Balance Sheet and Profit & Loss A/c. for the last 3 financial years. Company should not be loss making during this period.
- x. **Financial Bid**

Criteria for Selection of Agency : The bidder is required to quote the Agency Charges (in %) as per of the Schedule of Work (Financial bid) provided in Excel format at SDCL e-tender website <https://sdcl.euniwizarde.com> . The bidder quoting the lowest Agency Charges (in %) may be the successful

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bidder. It may be noted that the financial bid of only those bidders will be opened who meets the Technical experience as mentioned in point (ix) above.

It may be noted that the Technical Bid shall not contain any reference to the Financial Bid and Financial bid shall only be submitted in excel format as provided at SDCL e-tender website <https://sdcl.euniwizarde.com>

Annexure I

FORMAT FOR TECHNICAL BID

Application for providing Secretarial Assistant, Data Entry Operator with knowledge of Accounts and Tally Software, Multi-Tasking Staff (Skilled), Housekeeping Staff (Unskilled) and Driver

1. Name of the Agency
2. Registration No. (if applicable)
3. Name of the proprietor /Partner/ Director of the Agency
4. Full address of office
5. Telephone Number
6. E-mail address
7. PAN Number
8. GST Number
9. EPF Registration Number
10. ESIC Registration Number
11. Details of Earnest Money Deposit (EMD), Tender document fee

S.No.		Amount (in Rs.)	UTR No.	Date	Name of Bank
1	Earnest Money Deposit	40,000/-			
2	Tender document fee	1,180/-			

12. Details of Experience of Agency

S.No.	Name of Organization (where personnel were deployed)	Number of personnel deployed	Financial Year of deployment of such personnel	Year of signing of contract with organization

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13. Financial worthiness of Agency

a)

S.No.	Name of the Bank issuing Insolvency certificate	Amount of Insolvency certificate

b) Confirm that the Agency is not loss making agency in the last 3 financial years (Yes/ No)

14. The Agency is required to enclose copies of the following documents, failing which their bids shall be summarily/outrightly rejected and will not be considered any further:

Particular	Enclosed (Yes/ No)
PAN	
Registration Certificate	
GST Certificate	
E.P.F. Registration Certificate	
E.S.I.C Registration Certificate	
Last filed challan of EPF and ESIC	
Copy of EMD	
Copy of Tender Document Fee	
An undertaking stating that Agency has not defaulted from the payment of statutory dues like EPF/ESIC/ GST and Income Tax etc.	
Agency should have experience of completion of at least one service where it has provided 10 persons in one organization during last 3 years in single contract. Organizations shall include Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs/Private Sector. Bidders are required to	

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submit certificate of satisfactory performance from the organization to substantiate the claim.	
Financial worthiness and competence to be substantiated through submission of Insolvency certificate for Rs 1.25 lakhs along with Audited Balance Sheet and Profit & Loss A/c. for the last 3 financial years. Company should not be loss making during this period.	
Affidavit stating that the Agency is/has not been black listed by Central Government Departments/State Government/Statutory bodies/Autonomous bodies/PSUs /Private Sector at any point of time.	

Date:

Signature of authorized person (s) of
Agency with seal

DECLARATION

(to be provided on letter
head of Agency)

I, _____ Son / Daughter / Wife of Shri
_____ Proprietor/Director, authorized signatory of the Agency,
mentioned above, is competent to sign this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:

Place:

Signature of authorized person

Instructions for Online Bid/Proposal Submission through Tender site <https://sdcl.euniwizarde.com>:

The Applicants/bidders are required to submit soft copies of their bids/proposals electronically on the e-wizard Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Applicants/bidders in registering on the e-Procurement Portal <https://sdcl.euniwizarde.com>, prepare their bids/proposals in accordance with the requirements and submitting their bids online on the e- Procurement Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://sdcl.euniwizarde.com>

(a) Registration

- (1) Bidders/Applicants are required to enroll on the e-Procurement Portal <https://sdcl.euniwizarde.com> by clicking on the link "Bidder Enrollment" on the e-wizard Portal by paying the Registration fee of Rs. 2360/- per year charge.
- (2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- (3) Bidders/ Applicants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder/ Applicant.
- (4) Upon enrolment, the Bidders/Applicants will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn / Sify / TCS / nCode / eMudhra etc.), with their profile.
- (5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- (7) The scanned copies of all original documents should be uploaded on portal.
- (8) For any Query contact to our helpdesk Number 011-49606060, Email helpdeskeuniwizarde@gmail.com, Mr. Anshuman Thakur/ Mr. / Mr. Akshay/ Mr. Amrendra /Mr.Birendra - 9355030616 /09355030623/ 9355030628/9205898228

(b) Searching for Bidding Documents

- (1) There are various search options built in the e-bid Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid ID, Item/work ID, Title, Date, etc
- (2) Once the bidders have selected the bids they are interested in, the bidder can pay the processing fee (for processing fee for e-procurement portal) by net-banking / Debit / Credit card and then

download the required documents / bid schedules, Bid documents etc as mentioned on website. Once processing fee is paid, it will be moved to the respective “requested” Tab. This would enable the e-bid Portal to intimate the bidders through e-mail in case there is any addendum and corrigendum issued to the bidding document.

(c) Preparation of Bids

- (1) Bidder should take into account any addendum and corrigendum published on the bid document before submitting their bids only on e-procurement portal (<https://sdcl.euniwizarde.com>).
- (2) Please go through the bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally, they can be in PDF / JPEG formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.
- (4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
- (5) These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

(d) Submission of Bids

- (1) Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the bidding document.
- (3) Bidder has to select the payment option as “Online mode or Bank Guarantee” as to pay the EMD/ Bid Security as applicable and enter details of the instrument as per the terms of Tender/RFP.
- (4) In case of Bank Guarantee, scanned copy of BG should be uploaded along with bid. The original Bank Guarantee shall be submitted to office of the concerned official as per schedule mentioned in the bid document. Non submission of original Bank Guarantee within the specified period shall lead to summary rejection of bid. The details of the BG , physically submitted should match with the details available in the scanned copy and the data entered during bid submission time. Otherwise bid will be rejected.

- (5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- (6) The server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded bid documents become readable only after the bid opening by the authorized bid openers.
- (8) The uploaded bid documents become readable only after the bid opening by the authorized bid openers.
- (9) Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Bid submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- (10) The bid summary has to be printed and kept as an acknowledgement of bid submission.

(e) Assistance to Bidders

- (1) For any Query contact to our helpdesk Number 011-49606060, Email helpdeskeuniwizarde@gmail.com, Mr. Anshuman Thakur/ Mr. / Mr. Akshay/ Mr. Amrendra /Mr.Birendra - 9355030616 /09355030623/ 9355030628/9205898228



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Draft Agreement

Agreement

This Agreement is made on the ___ day of __ 2020 by Sagarmala Development Company Limited (SDCL), a company incorporated under the Companies Act 2013 and having its registered office at 1st Floor, Thapar House, Gate No. 2, 124 Janapth, New Delhi - 110 001 (hereinafter referred to as "SDCL" or "Sagarmala Development Company Limited" which expression shall, where the context admits, include its successor and assigns) OF THE ONE PART AND

M/s _(name and address)_____, hereinafter referred to as the "Agency", which expression shall, where the context admits, include their legal heirs, executors, administrators, successors and assigns in business) OF THE OTHER PART.

WHEREAS:

1. The Agency carries on the business of providing temporary placement services in various establishments and premises at Delhi and other cities.
2. The Agency has expressed its desire to provide this temporary placement services to SDCL for its offices at New Delhi and SDCL has agreed to avail such placement services.
3. The Agency has represented that it has the necessary infrastructure, resources and expertise to undertake such placement services to the satisfaction of SDCL.

Definition:

- a) **Client:** Client means SDCL.
- b) **Temporary Staff:** "Temporary Staff" means the person(s) deployed in SDCL for performing specific functions.
- c) **Assignment:** Assignment means specific functions assigned to temporary engagement.
- d) **Additional days:** "Additional days" mean days on which temporary engagement works other than working days.

NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. Scope

This Agreement is between the Parties for the Agency to provide 1 (One) Secretarial Assistant, 1 (One) Data Entry Operator, 3 (Three) Multi-Tasking Staff (Skilled), 1 (One) Housekeeping Staff (Unskilled), 2 (Two) drivers and 1 (one) clerical staff for the Term of the Agreement.

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Category	Essential Qualification	Minimum remuneration (excluding EPF & ESIC contribution)	Monthly (excluding employer's)
Secretarial Assistant	Graduate having minimum of 5 years' experience of working with Central/State Government offices/reputed Public/Private institutions and well conversant with computers and essentially well trained in MS Office. Additionally, they shall have qualification of taking dictation @ 80W.P.M. and transcription of 800 words in 50 minutes (English).	17,991/-	
Data Entry Operator	Graduate having minimum of 5 years' experience of working with Central/State Government offices/reputed Public/Private institutions and well conversant with MS Office, Accounts & Tally Software.	28,572/-	
Multi-Tasking Staff (MTS) (Skilled):	Class X Pass	25,072/-	
Housekeeping Staff (Unskilled)	Class 8 Pass-	14,842/-	
Driver	Class X pass. Should have valid driving license for atleast next 2 years. Should have experience of minimum 5 years in driving of Light Motor Vehicle (LMV)	17,991/-	

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Clerical Staff	Graduate in any discipline and having good knowledge of MS-Office	19,572/-
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All Temporary Staff provided by the Agency should be free from any police case and should not have any traffic violation penalization. The Agency shall ensure that the individual manpower deployed in SDCL is physically fit to discharge the duties of Temporary Staff.

The Agency 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, qualification certificates, previous work experience, proof of residence and recent photographs and withdraw such employees who are not found suitable by SDCL, for any reason immediately on receipt of such request.

The persons who are not fit or unable to work as per the requirement of SDCL should be removed with immediate effect without assigning any reason. The decision of removing the person will be solely of the SDCL.

The character and antecedents of all Temporary Staff provided by the Agency will be verified by the Agency, before their deployment and a certification to this effect shall be submitted to SDCL. The Agency shall ensure proper conduct of all Temporary Staff in the office premises, and enforce prohibition on consumption of alcoholic drinks, paan, smoking, loitering without work.

SDCL will provide Photo Identity Cards to the persons employed by SDCL. These cards are to be constantly displayed & their loss should be reported immediately to SDCL.

The Agency will provide the Multi-Tasking Staff (MTS) (Skilled), Housekeeping Staff (Unskilled) two pair of uniforms in summer and two pair of uniforms along with two sweaters (one without sleeves and one full sleeves) in winter as specified by SDCL within 15 days of deployment / specification, whichever is later. The cost of the uniform will be borne by SDCL. The uniform's colour, clothes, material etc. will be selected and approved by the committee of three members of SDCL.

The Agency will not charge any amount from all Temporary Staff for any purpose including registration etc. Any complaint received in this regard will lead to termination of this Agreement.

The Temporary Staff during the course of their work shall be privy to certain documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Agency as well as the person concerned liable for penal action under IPC, Cr.PC or any other relevant provisions besides action for breach of contract.

2. Consideration

The Administrative/ Service Charge of the Agency will be x% (as per the financial bid submitted by Agency) of the contract value

The monthly consideration would be payable by SDCL to the Agency for the Services agreed to subject to the Agency providing the agreed services to the satisfaction of SDCL and complying with all statutory requirements such as PF, ESI, etc. and also subject to deduction of any tax or other amounts as required by law or as provided herein.

3. Performance Security Deposit

Earnest Money Deposit (EMD) of Rs 40,000/- (Rupees Forty Thousand only) submitted by Agency alongwith its bid will be considered as Performance Security Deposit. No interest shall be paid to the Agency in lieu of this Performance security deposit with SDCL. Performance Security Deposit will be refunded to Agency on satisfactory completion of contract and submission of proof that all statutory dues along with salary of temporary staff deputed by agency in SDCL has been paid fully.

4. Term of the Agreement

The term of the Agreement will be one year viz. (mention start date and end date) which may further be extended depending upon the manpower requirement, administrative convenience and satisfactory performance of the Agency. The Agreement may be extended, on the same terms and conditions for a period of another six months at the discretion of SDCL.

5. Statutory dues

The Agency has to pay minimum wages to the Temporary Staff as prescribed by the Government of NCT of Delhi from time to time or the wages fixed by SDCL, whichever is higher and ensure that statutory dues are paid, as prescribed by the Government of NCT of Delhi from time to time. The minimum wages and the statutory dues would be paid / reimbursed in full by SDCL. All statutory dues would be paid to the Agency on submission of proof that the statutory dues have been deposited by the Agency with the statutory authority.

It shall be duty of the Agency to pay the monthly salary of the Temporary Staff every month as per the Payment of Wages Act, 1936. The Agency would be responsible for payment of all statutory dues like EPF, ESI etc. and the certificate to this effect would be submitted every month, as proof of timely payment of all statutory dues. The Agency will be required to provide particulars of EPF, ESI (including Account Numbers) of the Temporary Staff engaged by them. No amount shall be deducted from the minimum wages payable to the Temporary Staff on account of any service charges or any other liability incurred by the Agency.

6. Deployment and Leave

Deployment of staff shall be as per the requirement of the Client. It may vary depending upon the requirement, however, the overall ceiling of staff shall be as per the Agreement.

The Temporary Staff are expected to work for 8 hours a day for five days in a week. The timing would be 09.30 am to 06.00pm, including half an hour break for lunch. The Temporary Staff would get 2 days off every week i.e. Saturday, Sunday along with National Holidays.

The Temporary Staff may be called on Saturday, Sunday and other gazetted holidays, if required.

The temporary staff shall be entitled to leave for 8 days in a year on pro-rata basis.

7. Payment to Agency

The Agency will submit bills in triplicate by the 6th of every subsequent calendar month. Payments to the Agency would be strictly on certification by the concerned officer of SDCL that the services provided were satisfactory and attendance was as per the bill raised by the Agency. The payment shall be made by SDCL by the last working day of the calendar month in which the bill has been submitted by Agency, on the basis of the number of working days for which duty has been performed by the Temporary Staff. Amount deducted from the bill / claim for the days absent during the month shall be as per the approved rate per day per person.

In addition to the above the Agency shall also substantiate the deposit of statutory dues deducted from the salary of Temporary staff to appropriate authorities on a regular basis to SDCL, as per the schedule provided by SDCL.

8. Default of the Agency

In case, the Agency fails to comply with any statutory dues / taxation liability under appropriate law, and as a result thereof, SDCL is put to any loss/ obligation, monetary or otherwise, SDCL will be entitled for reimbursement out of the outstanding bills and Performance Security Deposit of the Agency, to the extent of loss or obligation in monetary terms. Excess amount, if any, over and above the Performance Security Deposit will also be reimbursed by the Agency.

In case of any breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Agency will be liable to be appropriated by SDCL, besides annulment of the Agreement by giving a notice of 30 days to the Agency by SDCL.

In case of any theft or loss of property due to negligence or carelessness of the Temporary Staff, the Agency will be fully responsible and will have to compensate for the losses incurred by SDCL, either directly or through deduction from the Performance Security Deposit. Excess amount, if any, over and above the Performance Security Deposit will also be reimbursed by the Agency.

The Agency will be bound by the details furnished to SDCL, while submitting the tender or at subsequent stage. In case, any document furnished to SDCL is found to be false at any stage, it would be deemed as a breach of this Agreement, making the Agency liable for legal action besides termination of this Agreement.

SDCL shall not be responsible for any damages, losses, claims, financial or injury to the Temporary Staff, provided by the Agency in the course of performing their functions/ duties. SDCL shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings / equipment or vehicles of the Temporary Staff.

In case of failure to deploy indented personnel meeting the requirements of SDCL within 10 days of the request of SDCL, SDCL will be entitled to impose a penalty of Rs.500/- per day per person for each day of delay beyond 10 days.



Tender for selection of Agency for providing Manpower on the outsource basis



9. Notices

All notices, requests, demands or other communication which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given upon date of the courier / postal department's verification of the delivery at the specified address if sent by an recognized express courier or registered post or speed post.

Managing Director, SDCL reserves the right to withdraw / relax / amend any of the terms and conditions mentioned above so as to overcome the problem encountered at later stage.

10. Dispute Resolution

The dispute, if any, shall be settled by sole arbitrator appointed by SDCL in consultation with Agency. The cost of arbitrator shall be borne by SDCL and the Agency equally.

IN WITNESS WHEREOF the parties have hereinto set and subscribed their respective hands and seals the day and year first herein above written.

SIGNED SEALED & DELIVERED BY

SDCL

Agency

WITNESS

WITNESS