# Government of Tripura Office of the Resident Commissioner Triprua Bhawan, Kautilya Marg, Chanakyapuri New Delhi-110021

F. No. Adv/TB/ND/2013-14

## **Notice Inviting e-Tenders for Providing Manpower**

Tripura Bhawan invites e-tender under two bid system from eligible Manpower Services Providers. Detailed Tender Documents will be available on <u>https://tripura.gov.in/</u> or <u>https://tripuratenders.gov.in/nicgep/app</u> or can be manually collected from Tripura Bhawan, Kautilya Marg, Chanakyapuri, New Delhi-110021. The e-tender to be submitted online in the concerned website from the date of publishing to 18.03.2019 (closing date). Contact Number- **011-2301 5157** 

Pre bid Meeting	04.03.2019	03:30 PM
Late date of issuance of corrigendum (if	08.03.2019	05:00 PM
any)		
Late date of Submission of tender	18.03.2019	04:00 PM
Opening of Technical bid	19.03.2019	04:00 PM

(Baijoyanta Das) Deputy Resident Commissioner



# OFFICE OF THE CHIEF RESIDENT COMMISSIONER GOVERNMENT OF TRIPURA TRIPURA BHAWAN, KAUTILYA MARG CHANAKYAPURI, NEW DELHI-110021

No. F. 4(9)/Manpower/TB/ND/2017 / 20 48

Date: 19/02/2019

#### NOTICE INVITING e-TENDERS FOR PROVIDING MANPOWER

The Chief Resident Commissioner of Tripura Bhawan invites an e-Tender in two-bid system (Technical & Financial) with Item-wise contract type through website <u>https://tripuratenders.gov.in</u> from reputed manpower providing agencies for outsourcing different categories of manpower on contract basis as detailed in the Tender document in Annexure - 3 for its offices located at Kautilya Marg, Chanakyapuri, New Delhi and at Tikendrajit Marg, Chanakyapuri, New Delhi.

#### A. INTRODUCTION:-

- A.1 EMD in the form of Demand Draft for an amount of Rs. 1,70,000/- (Rupees One lakh Seventy thousand only) drawn in favor of Resident Commissioner, Government of Tripura, New Delhi from any Nationalized Bank must be furnished along with the Technical Bid failing which the tender will be summarily rejected. Vendors having MSME / NSIC registration from the Ministry will NOT be exempt from deposit of EMD.
- A.2 Chief Resident Commissioner, Tripura Government reserves the right to accept or reject any tender without assigning any reason thereof.
- A.3 In all matters of dispute relating to the contract, the decision of the Chief Resident Commissioner shall be final and binding upon the agency.
- A.4 EMD of unsuccessful bidders will be released within 30 days of award of contract to the successful bidder. The EMD of the successful bidder, after acceptance of tender and signing of contract, will be released after he/she furnishes the performance guarantee as prescribed in the terms and conditions. In case, the successful bidder backs out and/or fails, the amount of EMD shall be forfeited by the competent authority.

#### B. SCOPE OF CONTRACT:-



Supply of manpower fulfilling the eligibility criteria prescribed against each categor of posts for manning the posts is mentioned in Annexure-

## C. PERIOD OF THE CONTRACT:-

- 1. The contract will be initially for a period of one year and may be extended on satisfactory performance of the agency for a period of 1 year at the discretion of the Chief Resident Commissioner, Government of Tripura, New Delhi.
- 2. The contract is liable to be terminated after giving at least one month's notice in writing with reasons from either side in the normal course.
- 3. In case of unsatisfactory performance, the contract of any person may be terminated at any time at the discretion of the Chief Resident Commissioner.
- 4. Agreement shall be executed by the vendor immediately upon acceptance of the tender and receipt of orders from the Chief Resident Commissioner.

## D. TYPE OF TENDER, BIDDING SYSTEM & CONDITIONS:-

The above tender is **Quality Cum Cost Based Tender**. The tender documents shall be uploaded in **Tripura Tender Portal by e-tender** as shown below:-

#### Technical Bid -

1. Submit "Technical Bid for OUTSOURCING OF MANPOWER FOR OFFICE RESIDENT COMMISSIONER, GOVERNMENT OF OF CHIEF TRIPURA, TRIPURA BHAWAN, KAUTILYA MARG, NEW DELHI" and it shall contain the technical specifications along with the EMD amount of Rs. 1,70,000/- (Rupees One Lakh Seventy thousand only) in the form of Demand Draft/Bankers Cheque in favor of the Chief Resident Commissioner, Government of Tripura New Delhi. EMD dropped in the drop box kept for this purpose at the Reception counter of Office of the Chief Resident Commissioner, Government of Tripura, Tripura Bhawan, Kautilya Marg, Chanakyapuri, New Delhi - 110021 or by Registered Post with EMD at the risk and responsibility of the tenderer shall be addressed to the Chief Resident Commissioner, Government of Tripura, Tripura Bhawan, Kautilya Marg, Chanakyapuri, New Delhi - 110021.

#### Financial Bid -

- Submit "Financial Bid for OUTSOURCING OF MANPOWER FOR OFFICE OF CHIEF RESIDENT COMMISSIONER, GOVERNMENT OF TRIPURA, TRIPURA BHAWAN, KAUTILYA MARG, NEW DELHI" and shall contain the rates quoted by the tenderer and it shall be only in the form enclosed.
- 3. Both these documents (Technical and Financial Bid) should be uploaded successfully on Tripura Tender website thorough Digital Signature on our website.

- 4. The tender document and other details submitted by the participating tenderer should mention all the details in the Index and all pages should be numbered and signed by the tenderer.
- 5. The Technical Bids will be opened on 19.03.2019 in the office of the Chief Resident Commissioner, Government of Tripura, Tripura Bhawan, Kautilya Marg, Chanakyapuri, New Delhi-110021 by the tender committee authorized by the Chief Resident Commissioner in the presence of the tenderers or their authorized representatives. During opening of Technical Bids, the name of bidders who have submitted their offers along with details of EMD will only be read out and no other information/details whatsoever will be read out. A Pre-Bid meeting will be conducted at Tripura Bhawan, Kautilya Marg, Chanakiyapuri, New Delhi on 04.03.2019
- 6. The tender will remain valid for 3 months from the last date of receipt of the tenders.

# E. Pre-qualification:-

(ANNEXURE-I)

- 1. The Outsourcing Agency (Service Provider) must be a registered legal entity, like a company, society, LLP (limited liability partnership), etc.
- The company, firm or agency shall be registered with Registrar of Companies (R.O.C.) / Registrar of Firms. A copy of registration certificate should be submitted.
- 3. Self attested copy of CA certificate with last three year balance sheet, Income Tax Returns and turnovers i.e 2015-16, 2016-17 and 2017-18.
- 4. Detailed company profile with at least 3 (Three) years experience in supply of manpower to Central Government / State Government organizations / Government PSUs / Undertakings / Organizations with documentary evidence.
- 5. The bidders should have successfully completed at least One contract having average annual value of not less than Rupees 70 lakhs in Central Government / State Government organizations / Government PSUs / Undertakings / Organizations each in the last three year i.e. 2015-16, 2016-17 and 2017-18 OR at least Two contracts having average annual value of not less than Rupees 35 lakh each in the last three year i.e. 2015-16, 2016-17 and 2017-18 OR at least Three contracts having average annual value of not less than Rupees 35 lakh each in the last three year i.e. 2015-16, 2016-17 and 2017-18 OR at least Three contracts having average annual value of not less than Rupees 23 lakh each in the last three year i.e. 2015-16, 2016-17 and 2017-18 in providing housekeeping, catering, hospitality related staff etc., The experience shown should be for providing continuous service for at least one year, for each client. This should be given in the following format and it should be submitted on the Letter Head of Bidder:-

SI. No.	Year	Name of the client where the Experience in providing House Keeping Services is claimed (One year or more)	Brief nature of work	Whether the minimum period of one year completed (Yes/No)	Amount of work order for one year	Copy of performanc e certificate submitted (Yes/No)
Α	В	с	D	E	F	G
1	2017- 18*					
2	2016- 17*					
3	2015- 16*					

\*The sample performance certificate to be attached by the bidder is given below and it should be issued by the client of the bidder (on client's letter head)

#### PERFORMANCE CERTIFICATE

It is certified that M/s (bidder) h service provided				
located at	(date) to			the The
annual financial component above said work is Rs words).			contact	

#### Signature of the client (of the bidder) With Seal of the client firm of the bidder

**NOTE**: - The Technical Evaluation Committee may also accept performance certificate containing the requisite details in other similar proforma and its decision shall be final and binding.

- 6. The bidder, should have at least a minimum staff strength of 100 (One hundred) for the financial year 2017-18 on their rolls with similar prescribed qualifications and experience for the posts as mentioned in Annexure-1 (Challan / Returns showing the deposit of EPF/ESI etc., and Returns filed with Labour Department are to be submitted as proof).
- 7. The bidders should have valid registration from the ESI, EPF and under GST. (Proof to be enclosed.)
- Copy of upto date remittance to ESI, PF and GST authorities for the financial year 2017-18.



- 9. Copy of PAN/TAN Registration.
- 10. A company, firm or agency should be registered with/have requested license from the Labor Dept. of Delhi government and should be valid at least 3 months as on date of opening of bid tender.
- 11. The firm should not have been black-listed by any Central Government / State Government organizations / Government PSUs / Undertakings / Organizations or allied agencies. A certificate to be given to this effect on plain paper. (Certified on agencies own letter head)

All qualifications as mentioned in clauses 1 to 10 should be supported by sufficient documentary proof without which the claim of tenderer for the prescribed qualification shall not be considered.

# F. Marking scheme for Technical Bid and Financial Bid (ANNEXURE-II)

Technical bid will be given weightage of 70% while 30% weightage will be for Financial Bid. Marking system for Technical Bid will comprise of following criteria: -

(i) Amount of payment of EPF for last 5 months that is August 2018 to December 2018. (Proof should be PF returns and challans for past 5 months i.e. August 2018 to December 2018 in the name of Vendor.

(20 Marks)

(ii) Amount of payment of ESI for last 5 months that is August 2018 to December 2018. (Proof should be PF returns and challans for past 5 months i.e. August 2018 to December 2018 in the name of Vendor.

(20 Marks)

(iii)	Timeliness of payment of EPF.	(10 marks)
(iv)	Timeliness of payment of ESI.	(10 Marks)
(v)	Total number of Manpower deployed in 2017-18 in Government and allied organizations, PSUs etc.	NCR of Delhi to (10 Marks)
(vi)	Number of Contracts in financial year 2016-17, 2017-18 a continuing with minimum Manpower of 30.	nd 2018-19 and still (20 Marks)
(vii)	Amount of turnovor for C	0.00

(vii) Amount of turnover for financial year 2015-16, 2016-17 and 2017-18 (10 Marks)

Minimum cut of marks for qualifying in Technical Bid: - 60 marks out of 100 marks.

## G. FINANCIAL BID – SPECIFICATIONS:- (ANNEXURE-III)

Annexure-3 specifies the financial emoluments/wages of all categories of Staff. Tripura Bhawan will bear all increases in minimum wages as and when increased by the relevant statutory authority. Simultaneously, commensurate increase in fixed amount of salary in percentage terms in higher posts will be borne by Tripura Bhawan as and when minimum wages are increased by the concerned statutory authority. Also employers' contributions to statutory dues like EPF/ESI will be borne by Tripura Bhawan. Vendor must simply quote his financial bid in the form of administrative charge/service charge, in Rupees per month in numerical and in words.

The malpractice of illegal deduction from wages of outsourced staff is strictly forbidden.

Entire salary/wages/employers contribution of statutory dues will be paid by Tripura Bhawan on presenting challan of deposit of the same by the vendor, bank transfer statements. Financial bid shall remain valid for three months from the last day of receipt of bids.

### H. Performance Guarantee:-

The successful tenderer should furnish an unconditional and irrevocable Bank Guarantee/ Fixed Deposit for a sum of **Rs. 4,40,000/- (Rupees four lakhs and forty thousand only)**, as Performance Guarantee on receipt of the Work Order which will be forfeited in case the supply of Manpower is delayed beyond the requisite period and/or in case of penalties being imposed due to "unsatisfactory services" beyond 10 days.

#### I. BID EVALUATION CRITERIA AND SELECTION PROCESS:-

- The Tender Committee as appointed by the Chief Resident Commissioner shall evaluate the Technical Bids based on the fulfillment of technical qualifications, and recommendations of the Tender Committee will be subject to the approval of the Chief Resident Commissioner. The decision of the Chief Resident Commissioner in this regard shall be binding and final. The tenderers will then be informed about the date of opening of their Financial Bids, if required.
- 2. The financial bids of those bidders whose technical bids have been approved will be opened on the prescribed date and place in the presence of the bidders or their representatives of such bidders by the above mentioned committee and the rates quoted by the bidders will be readout. The committee after evaluation of these financial bids shall give its final recommendations on the successful bidder, to the Chief Resident Commissioner. The successful bidder shall be declared after approval of the Chief Resident Commissioner whose decision shall be final.

## J. GENERAL TERMS AND CONDITIONS:-

1. The service provider shall make payment to the staff provided by him. All payment is to be credited directly in to the bank account of the employees by RTGS/any other agreed modus by 10<sup>th</sup> of every month. Any delay in

payment will be penalized by Rs 2000/- (Two thousand) per day. EPF/ESI/all statutory dues/taxes are to be deposited by 15<sup>th</sup> of succeeding month (or an earlier date if so specified by the statute). Payment Return and Challan will be presented to Tripura Bhawan, on presentment of which the amounts will be reimbursed to the vendor.

- The document that is in this tender is in English language and uploaded documents of vendor should also be in English language. No other language will be accepted except English.
- As per the requirement, the monthly payment of an employee can be changed by order of the Chief Resident Commissioner at any time of the tender and also after awarding of tender to the vendor.
- 4. The vendor should cover his employees/establishment under EPF, Minimum Wages Act, ESI and any other relevant statutory provisions in force as per laws/rules/currently notifications at his responsibility which will be subsequently reimbursed by Tripura Bhawan on proof of payment. However, only valid dues will be reimbursed by Tripura Bhawan. Any penalties levies, fines, costs imposed due to late deposit, any other violation of Act/Rules etc will not be reimbursed by Tripura Bhawan. Also Tripura Bhawan will stand technically & statutorily indentified against any costs imposed by any Court, Tribunal, Statutory Authourity on Labour issues.
- 5. The Chief Resident Commissioner shall be under no obligation in respect of the affairs of such staff and employees, including their appointment, conduct, discipline, termination, wages etc. These issues will be the sole responsibility of the vendor.
- 6. The vendor shall ensure that staffs deployed by him are properly and neatly dressed and shall behave in a disciplined and polite manner while handling the assigned work and their actions shall promote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The service provider shall enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- 7. Tripura Bhawan will provide the specification of uniform to the vendor including colour/material of uniform and types of shoes etc. The vendor shall ensure that all staff are attired in the same except Receptionist/Housekeeping supervisor. Every person in the above categories engaged by the vendor shall wear the prescribed uniform according to season (i.e summer uniform in summer and winter uniform in winter season) and a badge bearing his name and designation while on duty. The said uniform and badge shall be provided and maintained by the vendor at its own cost.
- 8. The vendor shall furnish medical fitness certificate for all his employees issued by a qualified R.M.P. periodically once in 6 months.
- 9. The Manpower supplied by 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. The vendor shall furnish Local Police verification certificate for all the employees, deputed by him to Tripura Bhawan. This has to be furnished at the time of

execution of contract and subsequently as and when he deploys new staff. No staff of the vendor will be allowed access to Tripura Bhawan without the local Police verification certificate.

- 11. The vendor shall be held responsible for any case of theft, damage or misappropriation of the property of Tripura Bhawan or of the guests staying therein by the staff of the vendor.
- Unattended belongings of the guests should be reported and handed over to the concerned officials of Tripura Bhawan.
- 13. The vendor shall indemnify the Chief Resident Commissioner against all claims arising out of his action under the Contract Act, Labor Act, Workmen Compensation Act, or any other Labor, Civil or Criminal Laws in force, in so far as they relate to the staff employed by the vendor in the premises of the Tripura Bhawan or claims arising out of such employment.
- 14. The vendor shall issue appointment letters to all the persons employed by him in connection with performance of his contract for Manpower supply, and furnish proof by submitting copies of such letters received by his employees. The appointment letters shall make clear that the concerned employee is the employee of the vendor only and Chief Resident Commissioner, Government of Tripura , Chanakyapuri, New Delhi where services are rendered, has no obligation or any relationship to employment or otherwise whatsoever with him/them. The outsourcing agency(service provider) shall also furnish undertakings from the staff provided to the effect and that they will not claim regularization of services etc. The vendor will pay salary/allowances etc to his employees as per rules in force and Chief Resident Commissioner, Government of Tripura, Tripura Bhawan, Chanakayapuri, New Delhi will not be responsible for payment to the employees of the vendor.
- Any change of staff shall be discussed in advance with the designated nominee of Tripura Bhawan.
- 16. The number of personnel may be increased/decreased depending upon the requirement.
- 17. The outsourcing of services will be purely of temporary nature and may be dispensed with any time if not required or found unsatisfactory with one month's notice.
- 18. The Chief Resident Commissioner, Government of Tripura, Tripura Bhawan Chanakyapuri, New Delhi may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/their misconduct and service provider shall forthwith comply with such requirements.
- 19. The service provider has to provide the Photo Identify Cards to the persons employed by him for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.
- 20. All services shall be performed by persons qualified and skilled in performing such services.
- 21. The services provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

- 22. Office shall not be liable for any loss, damage, theft, burglary or robbery of an personal belongings, equipment or vehicles of the personnel of the service
- 23. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
- 24. The service provider's personnel shall not divulge or disclose to any person, any details of office, operation process, technical know-how, security arrangements, administrative/organizational matters as all are of critical nature.
- 25. The service provider's personnel shall not claim any benefit/compensation/ absorption/regularization of services with office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking or any other Act from the person to this effect will be required to be submitted by the service provider to this office.
- 26. The persons deployed shall not claim any master & servant relationship against this office.
- 27. The Manpower deployed by service provider shall abide by the rules and regulations of the office of the Chief Resident Commissioner, Government of Tripura, Tripura Bhawan, Kautilya Marg, Chanakyapuri, New Delhi.
- 28. The service provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
- 29. The transportation, food, dress material, medical and other statutory requirements in respect of each personnel of the service provider will be the responsibility of the service provider.
- 30. All outsourced staff will have to work for 6 days in a week. Weekly off will be given on rotation basis to the staff, as per administrative exigencies. Any staff, which does not utilize weekly off/or is not sanctioned weekly off due to administrative reasons will either be given compensatory leave or will be commensurately paid extra. No other leave of any kind will be sanctioned. All other leave including medical leave will be adjusted against 52 weekly off per year.
- 31. 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.
- 32. Payment of the service provider would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider. A monthly performance feedback sheet will be filled by the designated officer of Tripura Bhawan and continuation of staff would be subject to the same.
- 33. The service provider shall be contactable at all times and message sent by email/fax/special messenger from Tripura Bhawan, New Delhi to the service provider shall be acknowledged immediately on receipt on the same day.

## 34. Pre-screening

providers.

The vendor will provide Tripura Bhawan with a panel of candidates in ration of 3:1 for all the posts. 2 officials nominated from Tripura Bhawan and 1 of the vendor shall interact with the proposed outsourced staff, before deploying them in light of sensitive nature of hospitality services and only staff found agreeable to the panel will be deployed. The vendor shall also, out of the same process, maintain a reserve panel 9P -1:1 so as to ensure replacement of staff as per timelines mentioned in Annexure-3.

## G. OTHER TERMS AND CONDITIONS:-

- The service provider shall comply with all the requirements under the Central/Local Tax, Service Tax and any other Taxes applicable as per law and shall be responsible for payment of all taxes, fees and other statutory payments to the respective authorities.
- 2. Disputes & Arbitration: The Chief Resident Commissioner and the vendor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract. If a dispute of any kind whatsoever that cannot be resolved, the same shall be referred to the Chief Resident Commissioner Government of Tripura, Tripura Bhawan, New Delhi whose decision shall be final. Any further dispute shall be subject to jurisdiction of Delhi Courts.
- 3. The service provider shall maintain regular and proper books/registers of accounts/staff details/payments etc and the same shall be made available for inspection by any officer authorized by the Chief Resident Commissioner, Government of Tripura, Tripura Bhawan, New Delhi. Updated EPF pass books of staff deployed shall be made available for inspection once in 3 months by the officer authorized by Chief Resident Commissioner, Government of Tripura, Tripura Bhawan, New Delhi.
- 4. In the first and third week of every month, the Proprietor of the Agency shall call on the designated representative of the management to get the feedback on complaints, lapses, shortcomings noticed in the performance of the contract for improvement in the performance, at mutually acceptable time.
- 5. The agency will pay the workmen, wages as per the minimum wages act approved by the Delhi Administration from time to time or higher, for posts so designated in Table. In addition to the minimum wages the agency will have to pay statutory benefits to all the workmen such as ESI, EPF etc. as per prevalent requirements. The agency should submit particulars of each workman such as ESI number, PF A/C Number etc. to the management. Compliance in this regard is the sole responsibility of the agency and any deviation noticed by management or other regulatory bodies will attract penalty as per the extant laws. Payment will ordinarily be made once a month within a week of submission of bill along with prescribed documents. While submitting the bill the contractor will submit proof of having made statutory payment of the employees for the previous month, without which the Competent Officer will not be duty bound to release payment for the bill raised.
- K. Damages/Penalties Clauses (A) Penalty for unsatisfactory service



In case the services are found deficient on any one particular day in a month, a penalty of 1% (one percent) of the monthly contract amount for unsatisfactory service.

- In case Services are found deficient for 2 to 4 days in a month, a penalty of 2% of the monthly contract amount will be levied for each deficient day. If deficiency found more than 4 day and upto 7 days a penalty of 3% of the monthly contract amount will be levied for each deficient day. If deficiency found more than 7 day and upto 10 days, a penalty of 5% of the monthly contract amount will be levied for each deficient day.
- 3. If unsatisfactory performance continues for more than a period of 10 days, the Chief Resident Commissioner reserves the right to terminate the contract without any further notice. In such an event, the Security Deposit of the Contractor shall be liable to be forfeited.
- 4. Unsatisfactory services/Deficiency in services includes, but is not limited to the following:
  - 1. Late coming.
  - 2. Coming in shoddy, dirty uniform
  - 3. Reporting drunk/ill/unkempt
  - 4. Leave without 1 day prior information
  - 5. Fudging/Tampering attendance register/biometric machine
  - 6. Rude, unpolite behavior
  - 7. Lazy, uncooperative in rendering duty
  - 8. Damage to property of Tripura Bhawan
  - 9. Any act so as to cause damage to prestige reputation of Tripura Bhawan
  - 10. Smoking/pan/bidi during working hours
  - 11. Attending personal phone calls during working hours
  - 12. Violence of any kind, infighting, groupism with fellow staff
  - 13. Insubordination
  - 14. Financial irregularity
  - 15. Brining/allowing unauthorized person into Tripura Bhawan
  - 16. Coming without badge/I card
  - 17. Refusing to attend training course designated by Tripura Bhawan etc.

## (B) Penalty for shortage of manpower

- 1. The vendor should ensure to maintain adequate number of manpower as mentioned in NIT. In case of shortage of manpower, the deduction will be made on pro-rata basis from the total contract amount.
- 2. Apart from pro-rata deduction as mentioned above, a penalty @ Rs. 500/- per worker per day will be deducted for the shortage upto 03 occasion/days in a month. If the manpower shortage is more than 03 occasion/days in a month and upto 07 occasion/days, a penalty @ Rs. 1000/- per worker per day will deducted.



If shortage of manpower is more than 07 occasion/days in a month, a penalty @ Rs. 2000/- per worker per day will be deducted.

Example: if the Contract is for providing of 50 manpower at the monthly rate of Rs. 5,00,000/- and their shortage of total 10 manpower on 03 occasions in a month containing 30 days, then penalty will be as under: Pro rata deduction for the shortage of total 10 manpower  $500000 \times 10$  = Rs. 3333.30/- (pro rata deduction)  $30 \times 50$ 

Penalty =  $10 \times 2000 = \text{Rs.} 20,000/\text{-}$ Thus the deduction will be Rs. 3333.30 + Rs. 20,000 = Rs. 23333.30/-

- The penalty for unsatisfactory services and penalty of shortage of manpower will be dealt separately and if the Contractor is providing less manpower and there is unsatisfactory service also, then both the penalty clause may be invoked against the Contractor.
- 4. The Contractor shall be fully responsible for any damage caused to the property of the Commissions office by his men during sweeping and cleaning work and this office will deduct suitable amount from the bills payable to him or recover the same from the security deposit.
- 5. If it is observed any time during the period of contract that the contractor has demanded bribe from the candidates for enjoining them or any complaint received in this regard, the contract shall be terminated immediately at the cost and risk of the contractor and no earnest money/bank guarantee shall be refunded.

#### L. Force Majeure

- 1. Chief Resident Commissioner or the bidder, as the case may be, in case of any failure or omission to complete the contractual liability or having delayed the performance of its work on account of natural calamities such as fires, floods, earthquakes, hurricanes etc. and reasons beyond one's control such as civil strikes, lockouts, strikes, riots, civil war etc. shall not be held responsible for such omission, failure or delay and shall be relieved of their respective obligations to perform provided either party gives to the other party a notice within 21 days of the occurrence of such incidence.
- 2. Either party, as and when it gives notice of force majeure shall provide confirmation of such events in the form of certificate from the Government Department or agency or Chamber of Commerce. The parties shall be relieved of their respective obligations to perform hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the event of force

majeure is established as provided herein above. However, Chief Resident Commissioner reserves the right to terminate the contract if the performance against the contract is prevented by the event of strike, lockout etc. for a period exceeding 60 days.

## M. Governing Laws and Settlement of Dispute:

Any claims, disputes and or differences (including dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved though joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussion as aforesaid within a period of thirty days, then the matter will be referred to the Chief Resident Commissioner. His decision shall be final in that regard. Any further disputes shall be referred to the jurisdiction of Delhi Courts.

## N. Jurisdiction of Court:

This contract is governed by the laws of Republic of India and shall be subject to be exclusive jurisdiction of the court in Delhi.

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Chief Resident Commissioner Government of Tripura Tripura Bhawan, Kautilya Marg Chanakyapuri, New Delhi Ph.: 011-2301 5157





#### OFFICE OF THE CHIEF RESIDENT COMMISSIONER GOVERNMENT OF TRIPURA, TRIPURA BHAWAN, KAUTILYA MARG, CHANAKYAPURI, NEW DELHI

#### Manpower Details for Office of Chief Resident Commissioner, Tripura Bhawan, New Delhi

Stenographer-01

The person must be Graduate with speed of 80 words per minute in English stenography and also typing speed in English of 40 words per minute.

2.

1.

#### Caretaker-01

The person deployed should be Matriculation or equivalent and having knowledge of computer operation and minimum 5 years experience as Housekeeping Supervisor in any Government Organization/PSU/Autonomous Body/Private Firm.

3.

Cook 04 nos.(Senior Cook - 2/Junior cook - 2)

The person deployed should be 10<sup>th</sup> Class Pass with minimum 5 years experience for senior cook and 3 year experience for junior Cook in any Government Organization/PSU/Autonomous Body/Private Firm. Skill test will be taken of cooks. He must be skilled in various cuisines-Bengali, North Indian, South Indian etc.

4. Housekeeping Supervisor - 02 no. (manager -1 and Supervisor-1) The person deployed should be 10+2 Pass and having knowledge of computer operation and minimum 5 years experience for manager and 3 year experience for supervisor as Manager / Housekeeping Supervisor in any Government Organization/PSU/Autonomous Body/Private Firm. A desirable requirement would be a diploma in housekeeping from any Hospitality Management Institute.

5. Receptionist - 04 nos. The person deployed should be 10+2 Pass and having minimum experience of 5 years as Receptionist in any Government Organization/PSU/Autonomous Body/Private Firm. Additional requirement is that of speaking fluently in English/Hindi.

6.

#### Driver - 06 nos.

The person deployed must be holding a valid driving license with minimum 5 years experience of driving in any Government Organization/PSU/Autonomous Body/Private Firm (preferably 10<sup>th</sup> class pass).

7.

#### Mali - 02 nos.

The person deployed should 8<sup>th</sup> Class Pass with minimum 5 years experience as a Mali in any Government Organization/ PSU/ Autonomous Body/ Private Firm.

8.

House Keeping Staff - 13 nos.

The person deployed should be non-matriculate with minimum 3 years experience in House Keeping activities in any Government Organization/ PSU/ Autonomous Body/ Private Firm.

## ANNEXURE-V

# TENDER FORM FOR PROVIDING MANPOWER SERVICES

Affix duly Attested P.P. Size recent photograph of the prospective Bidder

1	Names, address of Firm/ Agency and Telephone numbers	
2	Registration No. of the Firm/ Agency	
3	Name, Designation, Address and Telephone No. of Authorized person of Firm/ Agency to deal with	
4	Please specify as to whether Tenderer is sole Proprietor/ Partnership firm. Name and Address and Telephone No. of Directors/ Partners should be specified.	
5	Copy of PAN card issued by Income Tax Department	
6	Copy of Income Tax Returns of 2015- 16, 2016-17 & 2017-18.	
7	Provident Fund Account No.	
8	ESI Number	
9	Licence number	
10	Details of Earnest Money deposited:	
	(a) Amount	
	(b) FD No. or DD No. in favour of	
	(c) Date of issue	
11	(d) Name of issuing authority: If registered with MSME/NSIC	
11	Ministry then registration copy.	
12	Any other information:	
13	Declaration by the bidder	

terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the Bidder) Name and Address (With seal)

## **ANNEXURE-VI**

To,

Chief Resident Commissioner Tripura Bhawan, Kautilya Marg, Chanakyapuri, New Delhi-21

I/we have read and understood all the terms and conditions of the contract for deployment of following staff as mentioned in the tender and do herby submit my/our unqualified acceptance to the same and accordingly submit herewith the rates.

SI. No.	Name of Post	Monthly Emoluments (in Rs.)	No. of persons required	Total Monthly Emoluments (in Rs.)
1.	Stenographer	25,000.00#	01	25,000.00
2.	Caretaker	20,000.00#	01	20,000.00
3.	Senior Cook	25,000.00#	02	50,000.00
4.	Manager	18,000.00#	01	18,000.00
5.	Junior Cook	16,962.00*	02	33,924.00
6.	Driver	16,962.00*	06	1,01,772.00
7.	Receptionist	15,400.00*	04	61,000.00
8.	8. House Keeping Supervisor	15,400.00*	01	15,400.00
9.	Mali	14,000.00*	02	28,000.00
10.	House Keeping Staff	14,000.00*	13	1,82,000.00
	Total Expenditure per month		33	5,35,096.00

Total expenditure per month is excluding GST, EPF, ESI and Administrative Charge.

## # Fixed pay

\* Minimum wages(Skilled/Semi-skilled/Un-skilled)

Signature of the tenderer (s) Name and Designation of authorized person signing the tender on behalf of the Tenderer(s) with rubber stamp



### PRICE BID FOR SECURITY SERVICES

Sl. No.	Designation	Number of Manpower required per day	Administrative or Service Charges of the Bidder (inclusive of training, inform, equipment charges, ID- Card, Stationery, etc.) but exclusive of GST/other taxes amount to be stated in Rs. Per month per manpower.
1	Manpower	33	Upload in excel format in financial cover

## Note:

1. The offers/bids which are not in compliance of Minimum Wages Act and any other Labour laws will be treated as invalid.

2. The contract is for one year from the date of its commencement.

3. The number of manpower required shown above is indicative and the actual quantity may vary.

4. The Bidders may quote the rates in Indian Rupees.

