

F. No. D- 31011/ 13/2010-CT

Government of India

Planning Commission

Yojana Bhavan, Sansad Marg,  
New Delhi, the 20<sup>th</sup> December, 2010.

**TENDER NOTICE**

**Subject: - Tender for providing unskilled General duty workers in the Planning Commission**

Sealed quotations are invited from eligible, experienced and interested firms for providing of 50 General Duty workers in Yojana Bhavan. The contract period will be valid for a period of one year from the date of acceptance of offer for award of contract and submission of performance security, which may be extended upto three year (not more than one year at a time) subject to the terms & conditions given in the tender documents and on review of satisfactory performance. The bidder/interested firms should have experience as mentioned in the terms/conditions.

2. The envelop containing technical and financial bids may be dropped in the Tender Box placed at the Reception area of Yojana Bhavan, Parliament street New Delhi on 17-01-2011 between 10.30AM to 2.30PM


3. The Technical bids shall be opened at 3.00 PM on 17.01.2011 (Monday) in Room No.344, Yojana Bhavan, Sansad Marg, New Delhi in the presence of such tenderers or their authorized representatives who may wish to be present.

4. Complete tender documents can also be downloaded from Planning Commission's website:<http://planningcommission.gov.in>

5. The tenders received without EMD and incomplete tender in any form, without the relevant necessary documents or not agreeing to the terms and conditions shall be summarily rejected.

6. Tender received after the closing date and time shall not be considered under any circumstances,

7. The competent authority in Planning Commission reserves the right to accept or reject any/all tenders without any reason thereof.

  
(Mahender Chaudhary)  
Under Secretary (Gen.1)

✓ Director(C & I) Planning Commission, with the request to upload the above mentioned tender notice on the Planning Commission's website

## **TERM AND CONDITIONS FOR UNSKILLED GENERAL DUTY WORKERS**

### **Eligibility Criteria**

1. The firm/Companies/agencies should have Registered/Branch office in Delhi/NCR
2. The Bidder should have at least three year experience for providing General Duty workers in Ministry/Department of Govt. of India/Public sector Undertaking/Autonomous bodies etc. The details of the contract viz name and address of the Ministry/Department/Public Sector Undertaking/Autonomous bodies with telephone numbers and copies of the agreement/work order must be enclosed with the Tender/technical bid
3. The bidder should have at least two running contract with Ministry/Department of Central Govt./Public Sector Undertaking/Autonomous bodies as on date of closing of tender.
4. The bidder must be registered with EPF.ESIC and service tax department
5. The bidder should not have been blacklisted by any Government organization/Public sector Undertaking/Autonomous bodies. A self certificate on the letter head to this effect should be enclosed with the tender bids
6. The bidder shall have a valid labour licence.
7. The tenderer/bidders should sign and stamp each page of the TERMS AND CONDITIONS as an acceptance of the terms and conditions contained therein and submit the same along with their technical bid/tender.
8. The tenderer should fill up the information in the **Performa** enclosed at the end of this document in clear and legible terms. Wherever the prices are to be quoted it should be written in figures and words as well. Any over-writing/cutting in the quoted price will not be accepted.

### **“Evaluation criteria”**

9. The tenderers are required to submit two separate bids - Technical and Financial, as per prescribed proforma. The two bids should be submitted in two separately sealed envelopes superscribed “**Technical Bid for providing of unskilled general duty workers in Planning Commission**” and “**Financial Bid for providing of unskilled general duty workers in Planning Commission**”. Both sealed envelopes should be put in a third sealed envelope superscribed “**Tender for providing of unskilled general duty workers in Planning Commission**”.

10. The declaration in the prescribed Performa should be submitted alongwith the technical bid.
11. The tender must be accompanied by a Demand Draft/Pay order of Rs. 1,00,000/- (Rupees One lakh only) issued by any commercial bank as Earnest Money Drawn in favor of Pay & Account Officer, Planning Commission, New Delhi. The tender not accompanied by earnest money or which is not signed, will be rejected. Tender received after specified date and time will not be accepted. No other mode of payment shall be accepted. The earnest money of the unsuccessful tenderer will be refunded after finalization of contract.
12. The bidder shall submit following documents with the tender bid.
  - Copy of Labour licence
  - Copy of EPF Registration Certificate
  - Copy of ESIC Registration
  - Copy of Service Tax Registration certificate
  - Copy of PAN number
  - Certificate to the effect that the firm is not blacklisted
  - Copy of experience certificate/work order for the last two year
  - Copy of at least two similar running contracts with the Central Govt. Department/Public Sector Undertaking/Autonomous bodies.
  - Earnest money Deposit (EMD of Rs. 1,00,000/- in the form of Bank Dr aft/Pay Order drawn in favor of Pay and Accounts Officer, Planning Commission, Payable at New Delhi.
13. The closing date and time for receipt of tenders will be 2.30 P.M. on 17.01.2011 (Monday).
14. The Technical bid shall be opened at 3.00 PM on 17.01.2011(Monday) in Room No. 344, Planning Commission, Yojana Bhavan. Sansad Marg, New Delhi, in the presence of the authorized representatives of the Firms, who wish to be present at that time. All the technical bids will be scrutinized, relevant documents checked for their authenticity and the tenderers whose Technical bids are accepted will be informed about the date and time for opening the Financial Bids.
15. The earnest money shall stand forfeited, if a successful bidder withdraws or amends the bid/tender, or impairs or derogates from the tender in any respect during the period of bid, or in case successful bidder fails to sign or accepts the contract within the stipulated date and time. No interest will be payable in this amount. The EMD shall stand forfeited in the event of pre-mature withdrawal of the tenders by any of the tenderer (s).
16. The Competent authority in Planning Commission reserves the right to reject any or all the tenders without assigning any reasons. Any firm/Agencies which has not submitted the tender documents in accordance with the prescribed manner/procedure/conditions, its bids will be summarily rejected.
17. No firm/tenderer/agencies will be allowed to withdraw bids after opening of technical bids. If a firm/agencies withdraw from bids its EMD will be forfeited.

**OTHER TERMS & CONDITIONS**

18. The contractor shall provide the requisite manpower required by this Commission. He shall ensure discipline amongst his staff and restrict unnecessary movement/ assembly of their personnel in corridors etc. The Contractors shall ensure proper supervision of the duties of his staff through his own supervisor.
19. No relationship is established between the workers & Planning Commission and no claim for absorption or employment on temporary or regular basis for such workers will be entertained.
20. The Contractor shall provide clean uniform to all personnel, who shall wear the same while at work. No personnel without uniform will be allowed to work.
21. The Contractor shall be responsible for the conduct/integrity of his personnel and will also be responsible for any act of omission and commission on their part. He will vouch for their character and integrity.
22. The Successful tenderer shall be responsible for payment of wages etc. direct to the workers as per prevailing Act/order of the NCT of Delhi. If any dispute arises between the contractor and his manpower in the matter of wages or their service conditions, the same will be settled by the contractor and the workers engaged by them selves. This Commission will not be a party to any dispute in any case. However, this Commission may require the contractor to submit the documentary evidence that he/his firm is complying with the provision of the relevant Labour Laws.
23. The salary/wages to workers shall be paid by the contractor through Bank accounts of Each worker.
24. Any increases in the wages of manpower deployed in the Planning Commission will be considered in accordance with revision of minimum wages by NCT of Delhi from time to time.
25. The contractor shall submit proof of coverage under ESI and opening of EPF Account in respect of all the manpower deployed for Planning Commission, within two months of the award of the contract. All statutory obligations like minimum wages Act, EPF and ESIC etc will be taken care of by the contractor and this Commission will not be responsible for any lapses or violation on these carnet by the contractor.
26. The successful tendrer will accept full and exclusive responsibility for Wages, PF, Insurance etc. and other obligation referred to under the law and hereafter imposed by State Govt./ Local Bodies for the person (s) deployed by him.
27. Planning Commission will have no liability whatsoever concerning the person deployed by the tendrer for the purpose. The successful tendrer shall keep the Ministry indemnify against all losses or damage or liability arising out of or imposed in the course of employment of person (s) by him or for any violation of such Acts, law of Regulations etc. by him/her, her agent or his/her staff.

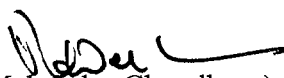
28. It will be responsibility of the successful tenderer to make regular and full payment of wages, PF and any payments due to his employee(s) well in time and will be required to furnish necessary proof.
29. The successful tenderer shall obtain the necessary labour license from the licensing Authority under the Contract Labour (R & A) Act and Contract Rules framed there under and produce the same to the Planning Commission, whenever ask to do so.
30. The successful tenderer shall solely be responsible for settling/resolving any dispute/claim of his/ her personnel during the pendency of the contract. No liability shall accrue to Planning Commission under any circumstances even after expiry of the contract.
31. The contract would continue for a period of one year. The period of the contract may either be extended beyond one year for a maximum period of two years provided the requirement of the Commission for the manpower persists at that time or may be curtailed/terminated earlier owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. The Commission, however, **reserves the right to increase/decrease the requirement of workers** and to terminate this initial contract at any time.
32. Planning Commission reserves its right to get the contractual jobs done from any other party/person or agency if the tenderer at any time fails to carry out the said jobs any day, the cost and the expenses incurred for getting the job done on account of such failure on the part of the tenderer would be deducted from the payment due to the tenderer. If tenderer fails to provide the services under the contract for 15 days consecutively or otherwise. The agreement shall stand terminated without any notice and in such case the tenderer would be liable to compensate this Commission for any losses caused to it due to the non-fulfillment of the contractual obligation. A penalty @ Rs.100/- per day basis for each worker shall be recovered from the Contractor's bill if any worker is found missing /absent from his duty.
33. The tenderer shall be responsible for payment of any commensuration/settlement of any liability arising due to death or injury caused to the persons employed by him for rendering the jobs on contract under the agreement, either under the workmen Compensation act or any Act in force at that time.
34. The tenderer shall at their cost take necessary insurance cover in respect of his employees and other persons employed or engaged in connection with the process or rendering the aforesaid job. The tenderer shall also comply with the provisions of relevant Acts viz, Employees State Contract Labour (Regulations and Abolition) Act, 1952 and the rules made their under and as modified from time to time. If the payment of Bonus Act is applicable to the tender's firm, they should comply with the provisions of the Act and the rules made there under, as modified from time to time.
35. Tenderer shall not sub-let or sub contract any part of this contract/job without the express written consent of the ministry. The contractor shall also be responsible for any act of omission or commission on the part of his supervisors/workers. Any damage done/caused to the existing structure/furniture/fitting/equipment by the workers of the contractor firm shall be got rectified by the contractor at his own risk and cost/cost recovered from the contractor.

36. In case of any dispute with regard to the interpretation of any clause(s) of this agreement the decision of the Head of Department, Planning Commission will be final and binding.
37. In case, the successful bidder declines the offer of contract, for whatsoever reason(s), his EMD will be forfeited.
38. Performance Security would be in the form of Fixed Deposit Receipt/Bank Guarantee from a commercial bank, hypothecated in favor of Pay & Accounts Officer, Planning Commission, New Delhi. No interest shall be paid on the Performance Security Money.
39. For finalization of contract, the bidder whose total rate are lowest in comparison to other bidder will be considered as the lowest bidder. The successful contractor shall deposit performance security @ 6% of contract value which shall remain valid beyond 60 days of expiry of contract. No interest will be payable on this amount In case of extension of contract, fresh performance Security deposit will have to be deposited.
40. The decisions of the authorized officer regarding the satisfactory standard of duties assigned shall be final and binding on the contractor. The contractor shall comply with the monitoring mechanism/system as advised by the Department.
41. All tendered rates shall be inclusive of all taxes and levies payable under respective statutes. However, pursuant to the constitution( 46<sup>th</sup> Amendment) Act-1982, if any further tax or levy is imposed by statute, after the last stipulated date for receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies. The contractor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of Planning Commission( whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor. The contractor shall furnish the relevant/documents regarding payment of such taxes/levies as and when Planning Commission will require from time to time.
42. In case of breach of any terms and conditions attached to this contract, the performance security deposit of the agency will be liable to be forfeited by this Commission besides annulmat of the contract.

### **Scope of work**

43. The general duty workers would be required to come to office at Yojana Bhawan on daily basis for five days a week, from 8.30 A.M to 6.00 PM. With lunch break of half-an-hour and tea break for ten minutes once in the forenoon and once in the afternoon on all working days or as required by this Commission.

**Note:** - Technical & financial bids in a single envelope will be out rightly rejected

  
( Mahender Chaudhary)  
Under Secretary to the Govt. of India

**FINANCIAL- BID**

**DETAILS AGAINST WHICH THE RATES ARE TO BE FILED UP BY THE TENDERERS FOR THE AWARD OF CONTRACT FOR PROVIDING UNSKILLED GENERAL DUTY WORKERS IN THE PLANNING COMMISSION.**

S. No.	Particulars	AMOUNT	
		Rs.	Rs.
1.	Total amount of wages per month on the basis of minimum rates of wages prescribed by the Govt. of NCT Delhi from time to time. 50 unskilled General Duty workers	<u>Monthly</u>	<u>Per-day</u>
2.	Total amount towards ESIC per month in respect of the following manpowers as per Govt. rules: 50 General Duty workers		
3	Total amount towards EPF per month in respect of the following manpowers as per Govt. rules: 50 Gen. Duty workers		
4.	Total service charge per month to be claimed by the contractor (%). Total amount		
5.	Service tax (%) total amount		
6.	Total amount quoted for per month Rs. ( )		

Please note that, for finalization of contract, the bidder whose grand total above are the lowest in comparison to other bidders will be considered as the lowest bidder.

Signature of owner /Managing Partner/Director

Name:

Firm's/Company's Seal:

Date:

Place:

**APPLICATION FORM OF TECHNICAL BID**

**For providing Gen. Duty Workers in Planning Commission.**

1.	NAME OF TENDERING COMPANY / FIRM / AGENCY	
2.	NAME OF OWNER / PARTNERS/ DIRECTORS	
3.	FULL PARTICULARS OF OFFICE	
(A)	ADDRESS (REGISTERED OFFICE)	
(B)	TELEPHONE NO.	
(C)	FAX NO.	
(D)	E-MAIL ADDRESS	
4.	FULL PARTICULARS OF THE BANKERS OF COMPANY / FIRM / AGENCY, WITH FULL ADDRESS/ TEL. NO.	
(A)	NAME OF THE BANK	
(B)	ADDRESS OF THE BANK	
(C)	TELEPHONE NO.	
(D)	FAX NO.	
(E)	E-MAIL ADDRESS	
5.	REGISTRATION DETAILS :	
	(A) PAN / GIR NO.	
	(B) SERVICE TAX REGISTRATION NO.	
	(C) E.P.F. REGISTRATION NO.	
	(D) E.S.I. REGISTRATION NO.	
6.	DETAILS OF EARNEST MONEY DEPOSIT	
(A)	AMOUNT (RS.)	
(B)	D.D. / P.O. NO. & DATE	
(C)	DRAWN ON BANK	
(D)	VALID UPTO	

The above format may be used to provide requisite details.

Signature of Owner/Managing  
Partner/Director

Date:  
Place:

Name:  
Seal:



**Details of Experience of work undertaken during the last three year.**

Year	Name and Address of the organization , Name Designation , and telephone /Fax no. of the office concerned	Details regarding the contract including manpower deployed	Value of Contract (Rs.)	Duration of Contract	
				From	To
				dd/mm/yy	dd/mm/yy
2007-08					
2008-09					
2009-10					
Additional information ,if any					

The above format may be used to provide requisite details.

Signature of Owner /Managing Partner/Director

Name:

Firm's/Company's Seal

Date

Place....

**Details of the running contracts at Ministries/Department /PSUs/Autonomous bodies**

Year	Name and Address of the organization , Name Designation , and telephone /Fax no. of the office concerned	Details regarding the contract including manpower deployed	Value of Contract (Rs.)	Duration of Contract	
				From	To
				dd/mm/yy	Dd/mm/yy
1.					
2.					
3.					
Additional information ,if any					

The above format may be used to provide requisite details .

Signature of Owner /Managing Partner/Director

Name:

Firm's/Company's Seal

DatePlace

**DECLARATION**

1. I, \_\_\_\_\_ son / daughter of Shri \_\_\_\_\_ Proprietor /Partner/Director /Authorized Signatory of \_\_\_\_\_ am 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 hereby convey my acceptance of the same
  
3. The information's /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 any tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Owner /Managing Partner/Director

Name:

Firm's/Company's Seal

Date

Place

**N.B.: The above declaration, duly signed and sealed by the authorized signatory of the Firm/company should be enclosed.**