

# **Tender documents**

for Engaging of

Manpower Agency



# CEMENT CORPORATION OF INDIA LIMITED (A GOVT. OF INDIA ENTERPRISE)

REGD. OFFICE: CORE-V, SCOPE COMPLEX 7-LODHI ROAD, NEW DELHI-110 003

Ref. No. PDR/1(61)/2016

Sub. :- Tender Notice for hiring of manpower agency for supply of Data Entry Operators/Skilled level /Unskilled Manpower

CCI invites sealed tenders/Bids (Techno-Commercial & Financial Bid in separate envelope) from reputed agencies for hiring of Data Entry Operators/Skilled level / Unskilled Manpower for a period of two years. The detailed specification, & conditions available other terms are on our website www.cementcorporation.co.in and can also be obtained from Dy. General Manager (HR) on any working day from 15<sup>th</sup> September 2016 to 4<sup>th</sup> October 2016 between 10.00 AM to 5.00 PM. CCI reserves the right to cancel the tender process without assigning any reason whatsoever. The last date of submission of tender is 5<sup>th</sup> October, 2016 upto 12:00 P.M.

Dy. General Manager (HR)

Dated: 14.09.2016



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(A GOVT. OF INDIA ENTERPRISE)
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## Sub: Tender Notice for engaging of manpower agency

Cement Corporation of India Limited (CCI) intends to engage manpower agency for supply of twenty numbers of contract workers (Data Entry Operators/ skilled/ Drivers/ Record Keepers/ Hindi Assistant/un-skilled) for a period of two years as per the following terms and conditions:-

#### **General Conditions:**

The educational qualification and nature of duties in respect of (Data Entry Operator/ Skilled/ Driver/Record Keeper/Hindi Assistant/ Un-skilled) are given below:-

#### I) Data Entry Operators / Skilled

Qualification	Speed words pm.	Proficiency in
Graduates and above	40 w.p.m.(English)	Window OS, MS Office
	30 w.p.m. (Hindi)	(Word, Excel)/ Tally

#### II) Driver

The Candidate must be 10<sup>th</sup> class pass. He should be able to read and write Hindi/local language and English. He should possess as valid driving license and must have 5 years experience in line.

#### III) Record Keeper

He should be able to read and write Hindi/local language and English. The job description includes file correspondence, receipts, maintaining file records according to the filling system used etc. The educational qualifications are as follows:-

Qualification	Speed words pm.	Proficiency in	
12 <sup>th</sup> Pass but not	35 w.p.m.(English)	Window OS, MS Office	
graduates	25 w.p.m. (Hindi)	(Word, Excel)/ Tally	

#### IV) Hindi Assistant

The candidate should have a Bachelor Degree of recognized University with Hindi/English medium in any subject and Hindi and English as main subjects at degree level with full knowledge of translation from English to Hindi and vice — versa and having proficiency in Hindi/English typing on computer should have experience of at least 5 years in Govt./private company . Preference will be given to candidates having Master's Degree in Hindi/English and having experience of translation.

#### V) Unskilled:

Qualification	Proficiency in
Non matriculate	To carry out routine duties of Office Attendant like
	distribution of dak, attending cleanliness of office
	furniture & related duties of providing tea/drinks/water
	etc. to staff.

#### **Terms and Conditions**

- The contractor/bidder should have at least 5 years experience of deploying/supplying above staff to Govt. Departments/Public Sector Company/Private Company in a time bound manner and the sealed quotations should be accompanied with necessary proof of execution of such order.
- 2. The service provider company/firm/agency/bidder must have a turnover of Rs.75 Lakhs per annum during the last three financial years i.e. 2013-14, 2014-15 & 2015-16.
- The service provider company/firm/agency/bidder should have completed at least one year contract of value not less than Rs.10 Lakhs per annum related to providing similar services in a single contract.
- 4. The contractor/bidder should have valid Service tax, PF, ESI, CST/VAT/TIN, TAN, Trade tax registration, labour department registration and PAN which is to be quoted in the sealed quotation.
- 5. The Data Entry Operators/ Skilled/ Driver/ Record Keeper/ Hindi Assistant/ Un-Skilled shall be paid as per the prevailing wages prescribed by the Minimum Wages Act, of the Delhi Government from time to time.
- 6. The rates per month & per day for supply of contract workers for each of the above mentioned categories shall be quoted by the bidders in their financial bid.
- 7. The Service Charges/ Commission amount quoted should be applicable for the entire period of contract and no request for enhancement will be entertained.

- However, in case the applicable wages/taxes/PF/ESI Bonus, etc. are changed statutorily, effect to the same would be given by CCI to that extent.
- 8. The contractor/bidder shall be liable to pay the minimum rates of wages received from time to time by the Govt. of National Capital Territory of Delhi, New Delhi. The bills not accompanied with the copies of the orders issued by the Govt. of National Capital Territory of Delhi, New Delhi regarding the revised rates shall not be entertained for payment.
- Copy of necessary documents/certificates with respect to the eligibility of all contract workers shall be submitted before their deployment.
- 10. The relationship between CCI and the contractor/bidder would be that of the Customer and a Service provider and none of the employee or agents of the contractor/bidder shall ever be treated or deemed to have been the employee of CCI. The contractor/bidder shall explain this nature of relationship to all his employees or agents before deploying them for services to be rendered to CCI. As a token of their agreement for such a relationship, a signed declaration by the employee/agent shall be obtained by the contractor/bidder from his employees and /or agents and be produced as and when called upon to do so by the customer/CCI, and employment card under contract labour act central rules in the Form-XIV (under rule-76) must be given to worker and copy duly accepted by worker to be submitted to CCI, before deploying them.
- 11. The contractor/bidder would be liable to ensure that all the statutory payments, like ESI, PF, Bonus, Minimum wages, etc., as applicable, are paid by him, with in prescribed time as applicable to them under law. The evidence of compliance to this effect shall be submitted to CCI by the contractor/bidder every month along with the bill, failing which payment of the bill may be withheld or stopped. CCI will, in no way be responsible for or associate itself with payment of any statutory liabilities or the salary paid or payable to the personnel engaged by the contractor/bidder.
- 12. The wages and other benefits shall be paid by the contractor to his workers through bank account of the workers only and the contractor/bidder shall be liable to submit along with bill the certified copies of bank passbooks reflecting therein entries of the wages paid to its employees in accordance with the Minimum Wages Act prescribed by Govt. of India/Govt. of National Capital Territory of Delhi for deployed contract workers from time to time. The bills not accompanied with the copies of payment proofs shall not be entertained for payment. Non- compliance to this effect may even lead to termination of services and agreement thereof.

- 13. The contractor/bidder shall specify the amount of charges by it towards Service charges/overhead/Commission and Service tax.
- 14. The contractor/bidder shall be duly bound to immediately replace any contract worker, whose services are not found satisfactory by CCI.
- 15. The contractor/bidder should ensure that the wages are paid to the workers by 7th of every month without any other deduction except statutory deductions of any other service charge of any kind.
- 16. The payment for the services provided shall be processed on presentation of bills after disbursement of wages along with checking the remittances of the wages, PF ESI & Others.
- 17. The deployment of contract workers shall be made within 10 days of placing the order. Time is of essence in this context and therefore, in case of any failure on the part of the successful bidder to deploy the required contract workers within the specified time, a penalty at the rate of Rs. 1,000/- (one thousand) per day may be levied, further CCI reserves the right to cancel the order at risk and cost of the supplier, without any further reference to the successful bidder.
- 18. The contractor/bidder shall deploy maximum of twenty nos. of Manpower from 9:30 A.M. to 6.00 P.M. Immediate replacement shall be provided in case of absence of any worker.
- 19. The payment will be made on the attendance of the persons and pro-rata deduction shall be made in absence of any person on any day.
- 20. In case, so required, some/all workers can be directed to work on declared holidays/Sundays for which they may be paid the rates as per contract. In case of specific requirements, some/all workers can be asked to work beyond the office hours for which they may be paid for extra hours as per the contract.
- 21. CCI reserves the right to increase or decrease the number of contract workers to be deployed by the service provider as per the requirement of CCI.
- 22. Proper identification cards with details of contractor's firm shall be provided by the contractor/bidder to the persons deployed. It must be ensured that the same are worn and displayed by the workers while at work.
- 23. The contractors/bidders shall ensure that contract workers deployed by it, maintain discipline of the highest order and that they restrict themselves to their assigned work only. Any incidence of inappropriate behaviour by any of the contract workers or any interference by them in the official functioning shall be viewed very seriously and may even lead to termination of the contract.

- 24. Contract workers shall not use the information/data provided to them or handled by them in any unauthorised manner. If any instance of such unauthorised use comes to the notice of CCI, the agency shall be liable for damages.
- 25. CCI shall not be responsible, in any way, with regards to any injury, damage or mishap which may happen to any of the employees or agents of the contractors/bidders, during or beyond the duty hours in the premises of the Customer/ CCI or in course of discharge of their duties.
- 26. None of the workers of the contractors/bidders, deployed for any services to be rendered by the latter to the Customer/CCI shall have any right or claim against the customer/CCI to absorption or job with the Corporation on the basis of any such services rendered by him.
- 27. Any damage caused to any equipment/article or item available at the premise of the customer/CCI due to negligence of the contract workers/agent of the contractors/bidders shall be on his account and he will be liable to make good the loss to the CCI. The amount involved, if any, May at the discretion of the CCI, be recovered/deducted from the payment due to the contractors/bidders.
- 28. The work of the contractors/bidders shall be reviewed periodically by the company/representatives. If, on the basis of the report of the company/representatives, CCI finds that the contractor/bidder has failed to perform as specified in the contract, she/he may direct that a sum of Rs. 1,000/- (one thousand) per day, as damages for breach of contract may be recovered from the contractor/bidder.
- 29. If on the basis of the report of the company/representatives, the CCI finds that the work/service rendered by the contractor/bidder are extremely unsatisfactory, he may, without any notice to the contractors /bidder, terminate the contract forthwith. The letter communicating such termination of the contract shall be served on the contractor/bidder in person or by registered post at the address mentioned in this contract or on the last known address.
- 30. Without prejudice to the right of the CCI for termination of the contract as mentioned in the preceding paragraph, in this contract may be terminated by either party by giving one month's written notice to the other party.
- 31. In case of any dispute, Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and Venue will be the Corporate Office of CCI. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated /appointed by CCI and he/she shall not be a person below the rank of Addl. General Manager.

- 32. The contractors/bidders are required to submit two bids i.e. techno-commercial bid and financial bid in the prescribed format i.e. Annexure -I and Annexure -II respectively. Both the bids separately sealed should be submitted in a single sealed cover duly marked as "Data Entry Operators/ skilled/ Driver/ Record Keeper/ Hindi Assistant /un-skilled" located at CCI, Core No. 5, 7<sup>th</sup> Floor, Scope Complex, 7-Lodhi Road, New Delhi 110003, by 12.00 P.M. by 5<sup>th</sup> October, 2016. No bid shall be received after 1200 P.M. The technical bids shall be opened at 3:00 P.M. on the same day. The date of opening of financial bids will be intimated later on to the Techno-Commercially qualified bidder.
- 33. The rates must be written both in figures and in words. Correction if, any are to be made by crossing out, initialling, dating and re-writing. In case of discrepancy between the words and figures, the rates indicated in figures shall prevail. All overwriting /cutting, insertions shall be authenticated and attested.
- 34. Rates/quotations should be signed by the Tenderer with its current business address and PAN.
- 35. The Tenderer shall sign and stamp each page of this tender document and all other enclosures appended to it as a token of having read and understood the terms and conditions contained herein and submit the same.
- 36. Financial bids of only those bidders, which are techno-commercially qualified, will be opened thereafter in the presence of interested bidders, who may wish to be present.
- 37. The bidder will have to submit EMD of Rs.84,000/-(Rupees Eighty Four Thousand only) in the form of Demand Draft/Postal order/Banker's Cheque of Scheduled Bank drawn in the favour of **Cement Corporation of India Limited**' payable at New Delhi along with technical bid. SSI units registered with NSIC/MSME and public sector undertakings are exempted from furnishing EMD. The earnest money shall bear no interest. Quotation received without the requisite EMD will be summarily rejected.
- 38. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidders withdraw or the details furnished in Annexure -I & II are found to be incorrect and false during the tender selection process. EMD of selected bidder will be returned on furnishing performance guarantee.
- 39. The successful bidder will have to make a performance security deposit of Rs.2,00,000 (Rupee Two Lakhs only) in the form of demand draft/Bank guarantee as per CCI format from a nationalised, scheduled bank regarding providing of Contract workers during the subsistence of the contract. This

security deposit shall be forfeited in the event of violation of any of the terms and conditions of this tender by the bidder or in the event of any verifiable complaint of non-payment of minimum wages as per law. The security deposit so deposited shall bear no interest.

- 40. The tender details are also available at Notice Board in CCI Scope/Nehru Place and can be downloaded from official website of the Company i.e. <a href="https://www.cementcorporation.co.in">www.cementcorporation.co.in</a>
- 41. CCI reserves the right to reject any or all tenders or cancel the Tender Inquiries without assigning any reason whatever.

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# **BIDDER'S PARTICULARS**

1. Name of the Bidder
2. Full Address of the Bidder
3. Name of the Authorised Signatory
4. Name & address of the officer to whom
all reference shall be made regarding this tender.
(a) Telephone
(b) Fax No
(c) E-mail
(d) Mobile
5. Contact person:- (a) Telephone
(b) E-mail
(c) Mobile
6. Background and experience for last 5 years in providing services of Data Entry Operators/Skilled/ Drivers/ Record Keepers/ Hindi Assistant/ Un-skilled Manpower with full particulars.
7. Documents showing the turnover of Rs (Rupeesonly) per annum during the last 3 Financial years.
8. Documents showing completing at least one service of value not less than
Rs (RupeesOnly) per annum.
9. Financial Status i.e. evidence of filing of IT Returns along with final accounts for the FYs 2013-14, 2014-15 & 2015-2016:
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the FYs 2013-14, 2014-15 & 2015-2016:
the FYs 2013-14, 2014-15 & 2015-2016:  10. Service Tax Registration no. with evidence:
the FYs 2013-14, 2014-15 & 2015-2016:  10. Service Tax Registration no. with evidence:  11. CST/VAT/TIN No. with evidence:
the FYs 2013-14, 2014-15 & 2015-2016:  10. Service Tax Registration no. with evidence:  11. CST/VAT/TIN No. with evidence:  12. Trade Tax Registration No.
the FYs 2013-14, 2014-15 & 2015-2016:  10. Service Tax Registration no. with evidence:  11. CST/VAT/TIN No. with evidence:  12. Trade Tax Registration No.  13. PAN number with evidence:

17. Specify the educational qualification and work experience of every person to be deployed.

16. ESI Registration No. with evidence:

## **DECLARATION**

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case, any deviation is found in the above statement at any stage; I/We will be blacklisted and will not have any dealing with the Department in future including the forfeiture of my EMD amount.

(Signature of Authorized Signatory with date and seal of the Company)

#### FINANCIAL BID DOCUMENT

(For Data Entry Operators/ Skilled/ Drivers/ Record Keepers/ Hindi Assistants/Un-skilled Manpower)

- 1. Name of the Bidder:
- 2. Address (With tele. no. & Fax No.):
- 3. Name & Address of the Proprietor /Partners/Directors (with mobile numbers):
- 4. Particulars of Bid per DEO/Skilled/Hindi Assistant/Driver/Record Keeper/Un-skilled.

S. No.	Particulars	Amount ( in Rs.) per month As on:						
		DEO	DEO SKILLED HINDI DRIVER RECORD UN-					
				ASSISTANT		KEEPER	SKILLED	
1.	Wages as per present NCR rate.							
2.	PF Contribution							
3.	ESI Contribution							
4.	Other liabilities							
5.	Service Tax							
	Grand Total							
6.	Rate per day for Saturday/Sunday /Holiday							
7.	Rate per extra hour							

5. i) Service Charges/Commission for supply of	Service Charges/Commission for supply of Manpower per person		
ii) Service Tax on above		Rs	p.m
	TOTAL	Rs.	

Note: All the charges statutory or otherwise borne should be given separately.

#### **DECLARATION**

I hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case, any deviation is found in the above statement at any stage; I/We will be blacklisted and will not have any dealing with the Department in future.'

(Signature of Authorized Signatory with date and seal of the Company)