



Eastern Regional Power Committee

पूर्वी क्षेत्रीय विद्युत समिति
14, Golf Club Road, Tollygunge, Kolkata -700 033

Website: www.erpc.gov.in

File No: ERPC/TS&C/Manpower/Outsource Personnel/2021-22

TENDER DOCUMENT

FOR

**PROVIDING MANPOWER FOR OFFICE ASSISTANCE JOB,
ELECTRICIAN & MTS IN ERPC, KOLKATA**

S. No	Particulars	Details
1	Name of the Job	Providing Outsourced Manpower
2	Date of Issue of Tender	19.05.2021 (Wednesday)
3	Last Date for Receipt of Bids	03.06.2021 (Thursday) Up to 15:00 hrs
4	Date & Time of Technical bid Opening	03.06.2021 (Thursday) Up to 16:00 hrs
5	Date & Time of Financial bid Opening	To be intimated later.
6	Likely date for commencement of Contract	01.07.2021(Thursday)
7	Earnest Money Deposit (EMD)- Refundable	₹ 50,000
8	Period of Contract	2 years
9	Performance Security Deposit	₹ 5,00,000



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NOTICE INVITING TENDER

1. Sealed tenders are invited by Member Secretary, ERPC from reputed, experienced and financially sound Agencies for providing manpower for office assistance job, Electrician & MTS in ERPC.
2. The contract will be initially for a period of 2 (two) years and is likely to commence from 01.07.2021. The quantum of requirement of manpower may increase or decrease during the period of contract as per requirement. General Terms & Conditions of the contract including scope of the work, qualifying requirements, specific terms and conditions, number of personnel to be deployed, other details etc., are covered in **section A, B, C, D, E, F, G, H, & I.**
3. The tender shall be accepted under Two Bid System. The interested agencies are advised to submit two separate sealed envelopes super scribing "Technical Bid for Providing Manpower for office assistance to ERPC" and "Financial Bid for Providing Manpower for office assistance to ERPC". Both sealed envelopes should be kept in a third bigger sealed envelope super scribing "Tender for Providing Manpower for office assistance to ERPC". The tender should be addressed to "The Member Secretary, Eastern Regional Power Committee, 14 Golf Club Road, Kolkata-700033".
4. Any form of canvassing, or attempt to bear upon influence in the tendering process stage shall deemed to be a disqualification and the tender would be liable to be summarily rejected.
5. Any form of canvassing, or attempt to bear upon influence during the period of operation of the contract shall deemed to be a breach of contract and the contract would be liable to be summarily cancelled after giving one month notice to the agency.
6. The interested agency may submit the tender document complete in all respects along with **Earnest Money Deposit (EMD)** of **Rs 50,000/- (Rupees Fifty Thousand only)**, refundable/returnable without interest, in the form of Pay Order/Demand Draft drawn in favour of "Member Secretary, ERPC" up to 15:00 hours of 03.06.2021 in the tender box kept in the reception counter of ERPC Office. EMD is to be enclosed in the envelope marked "Technical Bid for Providing Manpower for office assistance to ERPC". EMD for unsuccessful bidders would be returned without interest within 45 (Forty-five) working

days of opening of Technical bids. The tenders will not be accepted beyond stipulated date/ time frame and without EMD under any circumstances what so ever.

7. In case, the last/due date for receiving and opening the tenders happens to be a public holiday, the date automatically gets extended to the next working day at the same time.
8. Member Secretary, ERPC reserves the right to postpone and/or extend the date of receipt of tender or to withdraw the tender notice without assigning any reasons thereof. In such an event, bidders shall not be entitled to any compensation, in any form whatsoever. However, EMD would be returned within 45 working days of issue of withdrawal/cancellation notice of the tender.
9. The Technical bid shall be opened on 03.06.2021 at 16:00 hours in the Conference room of ERPC Office in the presence of the representative of agencies, who wish to be present. At the first instance, the technical bids shall be analyzed by a technical committee constituted for the purpose. At the second stage, financial bids of only technically accepted offers shall be opened later and the committee will recommend L1 to the competent authority accordingly. The scheduled time and venue for opening the financial bids will be communicated to only those agencies whose technical bids are found to be in order.
10. The successful bidder, having been given the Letter of Intent (LOI) for the contract, shall communicate its acceptance within four days for executing the contract along with a Performance Security Deposit of Rs. 4,50,000/- (Rs Four Lakhs fifty thousand Only)
11. Any inconsistency or ambiguity in the offers made by the bidders shall be interpreted to the maximum advantage to this office. The bidder shall have no right to question the interpretation of this office.

EE (TS &C), ERPC

SECTION A

GENERAL INSTRUCTIONS FOR INTERESTED BIDDERS

- I. Eastern Regional Power Committee (ERPC) requires the services of reputed, well established, financially sound company/firm/agency (herein referred to as the agency) to provide man power services for its office, staff quarter/ guest house/ canteen etc.
- II. Notwithstanding anything contained otherwise, ERPC and ERPC Secretariat mean The Office of Member Secretary located at 14, Golf Club Road, Tollygunge, Kolkata-700033.
- III. The contract will be initially for a period of 2 **years** and is likely to commence on **1st July,2021**. Member Secretary, ERPC, however, reserves the right to terminate/curtail the full/part contract at any time after giving one month notice to the selected service providing agency owing to deficiency of services, sub-standard quality of manpower deployed, breach of contract, non-adherence to statutory duties/obligations, etc.
- IV. ERPC has initial requirement for manpower as detailed in **Section E**, which may increase or decrease depending upon the requirement during the contract period. The agency shall, in this respect, comply fully with the instructions of the Member Secretary, ERPC.
- V. The interested agency may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty thousand only), refundable/returnable without interest, in the form of Pay Order/Demand Draft drawn in favour of "Member Secretary, ERPC" payable at Kolkata up to 15:00 hours of 03.06.2021 in the tender box kept in the reception counter of ERPC Office. EMD is to be enclosed in the envelope marked "Technical Bid for Providing Manpower for office assistance to ERPC".
- VI. EMD for unsuccessful bidders would be returned without interest within 45 (Forty-five) days of opening of Technical bids. The EMD of Successful bidder shall be returned after receipt of Performance Security deposit. The tenders will not be accepted beyond stipulated date and time frame and without EMD under any circumstances what so ever.
- VII. The Earnest Money Deposit (EMD) is refundable/returnable (without interest), should necessarily be accompanied with the Technical Bid of the agency in the form of Demand Draft / Pay Order drawn in favor of "Member Secretary, ERPC" payable at Kolkata failing which the tender shall be rejected summarily.
- VIII. The tender shall be accepted under Two Bid System. The interested agencies are advised to submit two separate sealed envelopes superscribing "Technical

Bid for Providing Manpower for office assistance to ERPC” and “Financial Bid for Providing Manpower for office assistance to ERPC”. Both sealed envelopes should be kept in a third bigger sealed envelope superscribing “Tender for Providing Manpower for office assistance to ERPC”.

- IX. Envelope for Financial Bid should contain only filled up proforma given in **Section-I**. All other documents/enclosures should be given in envelope for Technical Bid.
- X. The successful bidder will have to deposit Performance Security Deposit of ₹ **5,00,000/- (Rupees Five Lakh only) in the form of Bank Guarantee (BG) as proforma enclosed at Annexure-III** and serviceable at Kolkata but hypothecated to the “Member Secretary, ERPC” covering the entire period of contract. The performance security should remain valid for a period of (60) sixty days beyond the date of completion of all contractual obligations by the agency. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful agency before the extension.
- XI. The Agencies are required to enclose duly attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

I.	Registration Certificate of the Agency under State/Central Government;
II.	Registration Certificate of the Agency under Contract Labour (Regulation & Abolition) Act,
III.	Copy of PAN card of the Agency
IV.	Copy of the IT return of the Agency as filed for the last three financial
V.	Copy of EPF registration certificates of the Agency
VI.	Copy of ESI registration certificates of the Agency
VII.	Copy of the GST registration certificate of the Agency
VIII.	Copies of contracts awarded to the Agency by the Central Government /State Government/ PSUs/ Bank/reputed private firm
IX.	Certified copy of Bank A/c of the Agency for the last three years issued by any Nationalized bank.
X.	Copy of the P/L account and B/S statement of the agency for last three financial years duly certified by Chartered Accountant.

- XII. Conditional bids, incomplete bids, and bid for part of the works shall not be considered and will be out rightly rejected in very first instance.
- XIII. Terms and Conditions described in Section B & this NIT shall be binding on all bidding agencies.
- XIV. Due date for payment of salaries, etc. payable to employees of the agency deployed in ERPC for a given **month shall be seventh (7th) of the next month.**

In case, the agency fails to deliver the salary of the persons deployed in ERPC within due date, the agency will not be paid any outsourcing management fees for that month and may be considered as non-performance of obligations.

- XV. The outsourcing management rates quoted by the agency shall be fixed and valid for the entire period of the contract. **It should be quoted at percentage rate on total monthly basic wages+ VDA which shall not be less than 2%.** No other type of quotation will be entertained.
- XVI. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No over writing or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid-Application must be attested by the person authorized to sign the tender bids.
- XVII. It is to be ensured that the complete information as required by this office must be furnished by the bidders in the prescribed format. Different formats or formats submitted with incomplete information and not conforming to the requirements are liable to be rejected.
- XVIII. Each page of this tender document should be signed by the bidder or by the authorized signatories with seal of the agency and require to be enclosed with Technical bid. Signing each page of this document will be implied as its acceptance in unequivocal manner with clear understanding and interpretations.
- XIX. The Technical bid shall be opened on the scheduled date and time in the conference room of office of ERPC, in the presence of the representatives of the Agency, if any, who wish to be present at the time of opening the tender.
- XX. The Financial Bid of only those agencies will be opened, whose Technical bids are found to be in order. The Financial bid shall be opened at later stage. The scheduled time and venue etc. will be communicated to only those agencies whose technical b i d s are found in order.
- XXI. The interested agencies, may contact Member Secretary, ERPC before closing of the tender during office hours (1100hours-1600hours) for further clarification/ site visit

SECTION B

TERMS AND CONDITIONS

GENERAL

- I. The contract will be initially for a period of two years and is likely to commence from 01.07.2021 which may be extended depending upon the manpower requirement and administrative convenience of ERPC. Member Secretary, ERPC, however, reserves the right to terminate/curtail the contract at any time after giving one month notice to the selected service providing Agency owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract, declining requirement/noncompliance of instructions, non-adherence to statutory duties/obligations, etc.
- II. The information provided by the bidders in response to this Tender Document will become the property of ERPC Secretariat (ERPC) and will not be returned. ERPC reserves the right to amend, rescind or reissue this Tender Document and all amendments will be advised to the bidders and such amendments will be binding on them.
- III. This document is prepared by ERPC for Outsourcing of Secretarial Assistance and Technical Support in ERPC.
- IV. Service provider is liable for all statutory compliances and obligations.
- V. Any form of canvassing or attempt to bear upon influence in the tendering process stage shall be deemed to be a disqualification and the tender would be liable to be summarily rejected.
- VI. Any form of canvassing, or attempt to bear upon influence during the period of operation of the contract shall be deemed to be a breach of contract and the contract would be liable to be summarily cancelled after giving one month notice to the agency.
- VII. The agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under the contract to any other agency without the prior written consent of the ERPC.
- VIII. The ERPC, at present, has requirement of manpower as described in detail in Section E. However, the actual requirement may vary and decrease or increase at different points of time based on functional requirements. The agency shall, in this respect, comply fully with the instructions of the Member Secretary.
- IX. The agency will be bound by the details furnished by him / her to the ERPC while submitting the tender. In case, any of such documents furnished by him/her is found to be false or cases of noncompliance to the provisions relating to Minimum Wages, Provident Fund, Employees State Insurance, other statutory obligations, etc. are found against the agency at any stage, it would be deemed to be

a breach of terms of contract making him/her liable for legal action besides termination of contract.

- X. The tender shall be summarily rejected without EMD and money receipt/demand draft for purchase of tender document in the requisite form.

LIABILITIES AND CONTROL OF DEPLOYED PERSONS

- I. For all intents and purposes, the agency shall be the “Employer” within the meaning of different labour Legislations in respect of manpower so employed and deployed in the ERPC. The persons deployed by the agency in the ERPC shall not have claims of any Master and Servant relationship against ERPC.
- II. The agency shall deploy/nominate one person **to act as Coordinator** in ERPC Office. Coordinator of the agency in ERPC Office, will be responsible for interaction with ERPC in all matters related to staff deployed by the Agency, including submission of bills, submission of certificates/documents etc. The coordinator will also be responsible for ensuring attendance both in working days and in Saturdays/Sundays/Holidays and day to day monitoring of deployed staff & their operation in ERPC.
- III. The agency shall maintain “**ATTENDANCE REGISTER**” for the personnel deployed. The attendance register shall be produced before the Member Secretary or designated officer authorized by him as and when directed for cross checking and verification.
- IV. The agency shall maintain a “**COMPLAINT REGISTER**”, which shall be accessible to all who desire to register a complaint. The complaint shall be attended to immediately and got cancelled by the Coordinator to the satisfaction of the person making the complaint. The complaint register shall be produced before the Member Secretary or any other officer as directed. In case any complaint not getting resolved within sufficient time as decided by the Member Secretary, the office shall be at liberty to deduct penalty up to a maximum of Rs. Five Hundred (Rs. 500/-) on each occasion from the bills submitted by the agency.
- V. The Agency shall ensure that the individual manpower deployed in the ERPC confirms to the technical specifications such as age, educational and skill qualifications prescribed at **Section E** of the Tender Document.
- VI. The Member Secretary at his discretion may conduct or cause to be conducted by any person authorized by him, random inspection of the ERPC premises at any point of time. In case, during the inspection the required number of staff are not found present without any valid reason, penalty of Rs 100/-(Rupees one Hundred only) for each personnel not on duty would be deducted from the monthly bills submitted by the agency.

- VII. Unless otherwise specified, the normal work hours for non-shift personnel shall be from 09:30 hours to 18:00 hours with half an hour lunch break each day from **Monday to Friday with Saturday as paid holiday and Sunday as weekly off without pay. However, at the time of exigency they may be called on any day against which a compensatory leave shall be entitled which can be availed within that month or by the succeeding month.** If for any reason whatsoever, Sunday becomes a working day for such non-shift personnel, and then one other day in the six days preceding the Sunday will be allowed as weekly off. However, the work hours may be rescheduled as per requirement.
- VIII. The contractual manpower in normal circumstances shall not be called on Gazetted holiday or national holiday, however, in case of any exceptional circumstances, commensurate compensatory off shall be given.
- IX. The agency shall furnish the following documents in respect of the individual manpower who will be deployed by it in the ERPC before the commencement of work:

1.	List of persons deployed
2.	Bio-data of the persons along with the self-attested certificates in respect of educational/professional qualifications etc. *
3.	Attested copy of matriculation certificate and or voter id card as proof of date
4.	Any other identity proof like Aadhar Card, PAN Card, Driving license etc.*
5.	Proof of residence and recent photograph of the personnel deployed by the agency in ERPC.

*The original certificates may be asked for verification.

- X. The Agency shall ensure that the personnel deployed are medically fit. The Agency shall withdraw such employees who are not found medically suitable by the office immediately on receipt of such a request.
- XI. The Agency shall provide Photo **Identity Cards** to all the engaged personnel within 15 days of award of contract.
- XII. The Agency shall be responsible for proper conduct of its personnel in ERPC premises. In case of any damage/ loss/theft etc. to the property of ERPC which is caused by the personnel deployed by the agency, the agency will either be liable to make good the loss on the basis of the value of the property as determined by ERPC or the same could be recovered from the performance guarantee/monthly payments due to the Agency. The decision of Member Secretary, ERPC as to the value of loss shall be final and binding on the agency.
- XIII. The persons deployed by the Agency should not have any **Police record/criminal cases** against them. The corresponding police verification certificate from local police

station shall be provided. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Any person deployed by the service provider should not indulge in act of misconduct, and should maintain decency in the office. In case any such incident comes to the knowledge or brought to the knowledge of ERPC, the Service Provider will withdraw such person immediately and ERPC will be at liberty to take appropriate action against such person as well as the service provider.

- XIV. The deployed personnel should be polite, cordial, positive and efficient, while handling the assigned work. In case, the person employed by the successful Agency commits any act of omission/commission & that amounts to misconduct/ indiscipline/ incompetence, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by the ERPC.
- XV. The Service Provider shall ensure proper conduct of his persons in the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- XVI. The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as all are of confidential/secret nature.
- XVII. The agency shall replace immediately any of its personnel who are found unacceptable to the ERPC because of security risks, incompetence, conflict of interest, improper conduct, habitual absenteeism etc. upon receiving written notice from the ERPC. The agency shall also immediately provide a substitute in the event of any person being absent for duty due to any reason whatsoever. The delay in providing a substitute beyond seven working days would attract a penalty @ Rs.300 per day on the service providing agency.
- XVIII. The personnel deputed to ERPC shall not be changed by the agency in any circumstances unless there is a specific request for so from ERPC in writing.
- XIX. It will be the responsibility of the agency to meet medical and any other requirements in respect of the persons deployed in the ERPC and the ERPC will have no liabilities, financial or otherwise, in this regard.
- XX. The agency shall be solely responsible for the redress of grievances/ resolution of disputes relating to person deployed. The ERPC shall, in no way, be responsible for settlement of such issues whatsoever.
- XXI. The Agency shall get their employees insured at their own cost. The ERPC shall not be responsible for any financial liability or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

- XXII. The persons deployed by the agency will never be entertained for employment/ absorption in ERPC Secretariat as regular/confirmed employee of ERPC. They also shall not claim nor shall be entitled to receive perks and other facilities admissible to regular/confirmed employees of the ERPC during the currency or after expiry of the contract. An undertaking in this nature shall require to be submitted by each deployed person to the office within 15 days of the issue of work order.
- XXIII. In case of termination of the contract on its expiry or otherwise, the persons deployed by the agency shall not be entitled to and will have no claim for any absorption/re-employment/re-engagement in the regular/otherwise capacity in the ERPC Secretariat.
- XXIV. The agency and its deployed personnel have to keep secret and confidential the proprietary information which gets available to them during subsistence of the contract.
- XXV. The agency shall arrange at its own cost to get all the eligible deployed persons under ESI cover.

LEGAL

- I. The agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund (PF), and Employees State Insurance (ESI), other statutory obligations, etc. in respect of the persons deployed by it in the ERPC. Any previous history of non-compliance to these provisions will make a bid technically non-qualified.
- II. The agency shall also be liable for depositing all taxes, levies, cess etc. on account of services rendered by it to ERPC to concerned tax collection authorities from time to time as per extant rules and regulations on the matter. In case, the agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the ERPC is put to any loss/obligation, monetary or otherwise, the ERPC will deduct the same from the monthly bills and or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
- I. The agency shall maintain all statutory registers as required under the Law. The agency shall produce the same, on demand, to the concerned authority of the ERPC or any other authority under Law.

- III. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Indian Income Tax as amended from time to time, and a certificate to this effect shall be provided to the agency by the ERPC.
- IV. The contract may be terminated on the following grounds by this office by serving one-month clear notice in advance:
- (i) Unsatisfactory performance of the deployed personnel.
 - (ii) Failure to make timely payment to the deployed personnel.
 - (iii) Failure to make timely deposit of Provident Fund and ESI contributions with the appropriate authorities.
 - (iv) Failure to make timely payment of service tax to the appropriate authorities.
 - (v) Failure to provide documentary evidence regarding (ii),(iii) & (iv) above.
 - (vi) Failure to comply with the instructions of this office.
 - (vii) Any other grounds mentioned in this document.

FINANCIAL

- I. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable/returnable, of ₹ 50,000/- (**Rupees Fifty thousand Only**) in the form of Demand Draft / Pay Order drawn in favour of Member Secretary, ERPC, payable at Kolkata failing which the tender shall be rejected out rightly.
- II. The EMD in respect of the agencies which do not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned to them without any interest within 45 days of opening of the tender.
- III. The most competitive quote will be determined by considering outsourcing management charges arrived at by applying the outsourcing management rate which shall not be less than 2% on the monthly total of wages (Basic &VDA as on April,2021) at mandatory rates for all categories of manpower as per requirement in **Section (E)** (Considering 26 (twenty-six) days in a month)
- IV. The application of outsourcing management rate on the monthly total of wages (Basic +VDA as on April,2021) as above is for arriving at the most competitive quote only. During the currency of the contract outsourcing management rate will be applied on monthly total of Gross salaries (as defined in clause-II of Section-C) of the deployed persons for arriving at outsourcing management charges of a month.
- V. The successful Agency will be required to give an undertaking that it has understood clearly all the terms and conditions mentioned in this document and bind itself to the same for the period of the contract. A proforma for undertaking is at **Annexure-IV**. In case the successful agency fails to provide the undertaking, the bid will be summarily rejected.

- VI. The successful agency will have to deposit a **Performance security amount of Rs 5,00,000 (Rupees Five Lakh only)** within four days from date of the issue of letter of intent along with its acceptance in the form of Bank Guarantee (BG) hypothecated to the “Member Secretary, ERPC, Kolkata” covering the period of contract. The performance security should remain valid for a period of **sixty days** beyond the date of completion of all contractual obligations by the agency. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful bidder before the extension.
- VII. Member Secretary, for the best interest of the ERPC secretariat, reserves the right to withdraw/relax any of the terms and condition mentioned above including qualification and evaluation criteria so as to overcome the problem encountered at a later stage

SECTION C

TERMS OF PAYMENTS

- I. At the end of a month all persons deployed by the agency will be paid on daily wage (Basic + VDA) basis and the monthly salary of the deployed person will be arrived at by multiplying the daily wages (Basic + VDA) with number of working days in the month plus other statutory dues.
- II. Gross Salaries to the Deployed persons include Basic Wages, VDA, Employers' Contribution to EPF, and Employers' Contribution to ESI, Bonus, and Overtime payment and other allowances, if any. In addition to reimbursement of Gross salaries the agency will receive Outsourcing management fees (which will be quoted percentage of Basic +VDA). The net pay in the hands of a deployed person shall be paid to him without deduction of any kind except those authorized by or under any statute.
- III. Over Time Allowance (OTA) will be paid for MTS utilized as driver only as and when required. Coordinator of the agency shall maintain OTA register for this purpose. OTA register shall be countersigned by Member Secretary, ERPC or a person authorized by him. A copy of OTA register sheet should be enclosed with original monthly bill.
Rate of OTA per hour is as below:

Description	Applicable OTA Rate
Up to the first one hour in excess of prescribed hours of duty in a day	Rs. 0
Thereafter	Rs. 60/-

- IV. MTS utilized as a driver shall be paid ₹ 500/- per month in addition to his pay and during night stay at out station, they shall be paid consolidated amount ₹ 500/- per night stay to meet necessary expenditure.
- V. After expiry of each month and successful completion of duty periods as per terms and condition of the work order, the agency shall submit bills in triplicate addressed to "The Member Secretary, ERPC, Kolkata -700033" showing items mentioned in CLAUSE I & II OF SECTION C above. The payment to the agency will be made through a/c payee cheque. The bill shall enclose copy of the attendance sheet, OTA register, proof of bank challan/receipt showing deposition of EPF contribution, ESI & other statutory dues for previous months, consolidated as well as break up of salary paid by the agency to the deployed person for the month.

- VI. The Tax Deduction at Source (T.D.S.) shall be made as per the provisions of Indian Income Tax Act, as amended from time to time and a certificate to this effect shall be provided to the agency by this office
- VII. The agency shall make regular and full payment of salaries and other statutory payments to its personnel deployed as per the terms and conditions mentioned in this quotation and furnish necessary proof whenever required. The payment to personnel by the Agency would be made on or before 7th of every month. In case 7th day being a holiday, wages should be paid on the preceding working day of the month. In case, the agency fails to deliver the salary within due date, the agency will not be paid any outsourcing management fees for that month.
- VIII. ERPC shall deduct proportionate amount for each day of absence of the personnel while making payment to the agency each month, in case no substitute in place of the absentee was provided by the agency. The delay in providing a substitute beyond three working days would attract a penalty @ Rs.300/- per day on the service providing agency.
- IX. The Agency will ensure the remittance of the salary to the personnel deployed by them in ERPC through Bank Account or other means and a copy of bank statement or receipt of salary by the engaged personnel will be furnished to this office every month along with the bills. Consolidated amount of salary to be paid to the deployed personnel by the company as well as the breakup of the same, break up of net pay, giving the details of Pay and contribution towards Provident Fund (PF), Medical benefit (ESI), Bonus, etc. shall also to be furnished in the breakup of each month salary.
- X. Proof of bank challan/receipt showing deposition of EPF contribution, proof of payment towards ESI & other statutory dues for previous months shall be submitted with the bills. In case of any default, ERPC will deduct the dues and release the balance amount to the Agency. In addition the agency has to submit regularly proof of submission of requisite account statements as per EPF Act/Rules, receipts/statements issued by Regional Provident Fund Commissioner etc. in time to ERPC failing which ERPC would be at a liberty to take appropriate action under this document for breach of contract/non adherence to statutory obligations, etc.
- XI. In case ERPC receives any complaints regarding non-payment of salaries to the personnel deployed ERPC would be at a liberty to take appropriate action under this document for breach of contract/non adherence to statutory obligations, etc.

SECTION D

TECHNICAL QUALIFICATION CRITERIA FOR THE AGENCY

The Agency must fulfill the following technical specifications in order to be eligible for technical evaluation of the bid:

- I. The Agency should be registered with Central or State government. Attested Copies of the registration certificate shall be enclosed with the technical bid document.
- II. The Agency must have a minimum of 3 (three) years of similar experience in supplying manpower to Public Sector Companies/Banks/Central and State Government Departments/ reputed private companies. Details of contracts evidencing similar sort of experience in Central Government/State Governments/PSUs/Bank/reputed private companies in last 3 years along with attested copies of the work order shall be enclosed with the technical bid document.
- III. The Agency should have had a minimum annual turnover of Rs. 50 Lakh (Rupees Fifty Lakh) during last three years. Copies of Profit/Loss Accounts statements & Balance Sheets for the last three financial years duly Audited by the Chartered Accountant shall be enclosed with the technical bid document.
- IV. The Agency should have its own Bank Account. Certified copy of the account for the last three years issued by the Bank shall be enclosed with the technical bid document.
- V. The Agency should have a PAN number. Attested copy of the PAN card shall be enclosed with the technical bid document.
- VI. The Agency (not individual) should be registered with Service Tax/ GST departments. Attested copy of the registration shall be enclosed with the technical bid document.
- VII. The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts. Attested copies of the registration with EPF and ESI shall be enclosed with the technical bid document.
- VIII. The Agency must be registered under Contract Labour (Regulation & Abolition) Act 1972. Attested documents evidencing above shall be enclosed with the technical bid document.

- IX. The agency should be regularly submitting the Income Tax Return under Indian Income Tax Act, 1961. Attested copies of the IT return for last 3 years shall be enclosed with the technical bid document.

- X. An undertaking that the Agency had no adverse reports against it because of non-compliance to EPF/ESI & other statutes/statutory rules shall be submitted with the technical bid document.

- XI. The Undertaking as per **Annexure-IV** shall be submitted with the Technical Bid Document

SECTION E

TECHNICAL REQUIREMENT FOR THE MANPOWER TO BE DEPLOYED

The qualifications and work experience required for personnel to be deployed by Agency is given below. The minimum age of the personnel deployed by the Agency should be 21 years and maximum age should be 63 yrs as on 01.07.2021. The number of personnel at each level is also indicated below. However, the actual requirement may vary and decrease or increase at different points of time based on functional requirements. **The working days of the man power deployed from Monday to Friday with Saturday as paid holiday and Sunday as weekly off without pay. However, at the time of exigency they may be called on any day against which a compensatory leave shall be entitled which can be availed within that month or by the succeeding month.** The agency shall comply with the instructions of the office regarding increase/decrease in number of manpower required. The daily wages (Basic & VDA) to be paid to each category of personnel (as per order issued from the Office of the Commissioner of Labour & Employment, Govt. of India) is indicated below.

S. No	Position	Qualification/Experience	Category	Current Basic +VDA as on April,2021 (Rs)	Present Requirement (no.)
1.	Office Assistant-I	<ul style="list-style-type: none">• Graduate in any discipline.• 8 years of experience in accounting works/Secretarial works/ making annual and monthly progress reports/ preparation of salary& tax statement in Govt /semi govt / private organization• Good knowledge of computer.• Typing speed of 40 words per minute.	Highly Skilled	₹ 853	7
2	Office Assistant-II	<ul style="list-style-type: none">• Graduate in any discipline• Good knowledge of computer (MW office, Word, Excel, Power point and e-mail)• Good communication skills	Skilled	₹ 784	1
3.	MTS -Gr.I	<ul style="list-style-type: none">• Minimum 8th Pass having good physique.	Skilled	784	7

		<ul style="list-style-type: none"> • Having 5 years work experience as MTS (Or) Holding a valid commercial license for Light motor vehicle with 5 years driving experience who may be utilized as a driver as and when required. 			
4	MTS -Gr II	<ul style="list-style-type: none"> • Minimum 8th Pass having good physique. • Having 1 (one) year work experience as MTS (Or) Holding a valid commercial license for Light motor vehicle with 1(one) year driving experience who may be utilized as a driver as and when required. 	Semi-killed	714	NIL
5	Electrician	<ul style="list-style-type: none"> • Minimum 8th Pass with valid license certificate • Experience in maintenance and repair of commercial & residential electrical and electronic equipment. 	Skilled	784	2

*As per order **File No. 1 / 20(3)/2021-LS-II dated 23.04.2021**, Government of India, Ministry of Labor & Employment, office of the Chief Labor Commissioner

SECTION F

SCOPE OF WORK

The agency or deployed manpower by agency cannot choose any work or place/office of works. ERPC office may ask any manpower to do work at any places/offices or any time can shift from one place to another based-on requirements.

A. Office Assistant:

The personnel engaged as office assistants have to carry out various assignments deemed fit for smooth running of ERPC.

- To carry out duties such as filing, typing, copying, binding, scanning etc.
- Schedule travel plans for officers such as booking flights, cars, and hotel or restaurant reservations.
- Exhibits polite and professional communication via phone, e-mail, and mail.
- Maintains supplies inventory by checking stock to determine inventory level, anticipating needed supplies, placing and expediting orders for supplies.
- Ensures operation of equipment by completing preventive maintenance requirements, calling for repairs, maintaining equipment inventories and evaluating new equipment and techniques.
- Contributes to team effort by accomplishing related results as needed.

B. MTS (Multitasking):

- (i) Multitasking jobs in office i.e., file movement, entry in stock registrar, issue of office stationery after approval, stock maintenance, taking photocopy and printing, Preparation & serving of tea/coffee/water/snacks/ foods to faculty/officers/staff/guest/to any other if required by office authorized persons. This is not an exhaustive list; this category may consist of other works also as directed by the office.
- (ii) Any other miscellaneous work of multi-tasking nature assigned by office from time to time.

C. MTS as a driver:

Driving all kinds of vehicle in the office as directed by the office. Whenever driving duty is not required, they shall be utilized as MTS. The details are being enclosed at **Annexure-I**

D. Electrician:

- Testing and repairing the damage electrical apparatus, fixtures, lights, fans, damaged outlets, intercom and other electrical systems.
- Installation of safety and distribution components (e.g., switches, resistors, circuit-breaker panels etc.)
- Testing and repair of the damaged motor windings and other electrical equipment.
- Routine checkup of lighting in campus premises of office and quarters

- Prevent breakdown of systems by routinely inspecting and replacing old wiring and insulated cables & Perform effective troubleshooting to identify hazards or malfunctions and repair or substitute damaged units.
- Maintain Electrical consumable stock register and intimate balance stock to concern authority in timely manner.
- The electrician must be having necessary protective equipments like shoes, helmets, etc. and must use them during work.
- Basic tools and tackles required to attend the above-mentioned activities shall be carried by the Electrician.

SECTION G

CRITERIA FOR EVALUATION OF TENDER

- I. The evaluation of Technical bid shall be done by considering the parameters listed in the technical bid form and criteria described in **section-D**
- II. After evaluation of Technical bids, the financial bids will be opened. In case of tie in the financial bid the company having more average turn over shall be given the preference.
- III. Any agency, who quotes only for part of the services, shall not be considered for award of the contract, even if the agency becomes lowest for some parts of services. The office reserves the right to select the next lowest bidder in such case.
- IV. The most competitive quote will be determined by aggregating outsourcing management charges arrived at by applying the outsourcing management rate as quoted by the bidder on the monthly total of wages (Basic+ VDA) at mandatory rates for all categories of manpower as per requirement in **Section E**

SECTION H

PROFORMA FOR TECHNICAL BID

1.	Name of Agency	
2.	Profile of the agency	
3.	Name of proprietor/Director of the agency	
4.	Full Address of Local Office	
5.	a. Telephone No. b. Fax No. c. E-mail Address	
6.	Banker of Agency with Full Address (Attach certified copy of Account for the last three years issued by the Bank)	
7.	Telephone number of Banker	
8.	Registration No. of the Agency under Central / State Government (Attach attested copy of the Registration)	
9.	Registration and License No. of the Agency under Contract Labour (Regulation and Abolition) Act, 1972 (Attach attested copy)	
10.	PAN No. of the Company (Attach attested copy of PAN card of the Agency)	
11.	Service Tax Registration No. of the Agency (Attach attested copy of the registration certificate)	
12.	EPF Registration No. of the Agency (Attach attested copy of the registration certificate)	
13.	ESI Registration No. of the Agency (Attach attested copy of the registration certificate)	
14.	Attested Income Tax Return of the Agency for the last three financial years	Submitted YES/NO
15.	Undertaking that the Agency had no adverse report against it for non-compliance to Statues like EPF Act, ESI Act etc.	Strike out whichever is not applicable: YES/NO
16.	Annexure-II	Submitted YES/NO

17.	Financial turnover of the Agency for the Past 3 financial Years: (Copy of the IT return filed during the past three financial years and Copy of the P/L & B/S statement of the three	2017-18	(Amount in Rs.)
		2018-19	(Amount in Rs.)

	years duly certified by Chartered Accountant to be attached).	2019-20	(Amount in Rs.)
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18.	*Details of major contracts with Central Government/State Governments/PSUs/ Reputed Private Agencies handled by the Agency for providing manpower including driver during the last three years in the following format* (attested copies of the last three years work award may be enclosed):	Submitted YES/NO	
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*

Sl. No.	Clients (Name, address and phone)	Amount of contract	Duration of contract		Nature of Contract	
			From	To	Type of Work	No. of Perso
1						
2						
3						

(If the space provided is insufficient, a separate sheet may be attached.)

Signature of authorized person

Date:

Name:

Place:

Seal

SECTION-I

PROFORMA FOR FINANCIAL BID

ERPC has worked out and fixed the rate for personnel to be deployed against the various positions which the Agency is required to pay on a monthly basis to each of the personnel deployed in ERPC during the contract period. The Agency is required to submit a price bid in the following format only.

S.No	Description	Category of Worker	No of heads	(Basic Wage /day) per head as on April,2021 in Rs.	VDA/day as on April,2021 in Rs.	Total (Basic Wage+VDA)/Month as on April,2021 in Rs(considering 26 days/ month(₹))	Total Amount in Rs.
	(1)	(2)	(3)	(4)	(5)	(6)=((4)+(5))*26	(3)X(6)
1	Office Assistant-I	High Skilled	7	693	160	₹ 22,178	₹ 1,55,246
2	Office Assistant-II (Clerical)	Skilled	1	637	147	₹ 20,384	₹ 20,384
3	MTS	Skilled	7	637	147	₹ 20,384	₹ 1,42,688
4	Electrician	Skilled	2	637	147	₹ 20,384	₹ 40,768
	A. Total wage (Basic + VDA) /month for Manpower (considering 26 days Basic & VDA for evaluation) *						₹ 3,59,086
	B. Outsourcing Management Rate (%) [to be entered by the agency on (A)] #						
	C. Outsourcing management charges/month for evaluation (A *B/100) in Rs						
	D. GST shall be paid as applicable.						

* In addition to this, PF, ESI, Bonus, OTA wherever applicable etc. as per statues and / or mentioned in this document will have to be paid by the agency and subsequently reimbursed by ERPC.

If should be quoted at percentage rate on total monthly amount towards Basic Salary & VDA which shall not be less than 2%. No other type of quotation will be entertained.

- The Outsourcing management rates, Service Charges quoted by the agency shall be fixed and valid for the entire period of the contract. No request for any change/modification shall be entertained during entire contract period. However, monthly salary to be paid to the deployed person may change with the statutory change in VDA etc. by the order issued from the Office of the Commissioner of Labour & Employment, Govt. of India. The decision of competent authority of ERPC, in this regard would be final and binding.
- The deployed out sourced personnel shall be given transport allowance of ₹ 1000/- per month.
- Performance incentive of each month which shall be limited to 20% of Basic salary may be paid on the basis of recommendation of concerned reporting officers.
- The actual salary to be paid based on the number of days attended and paid holidays.

Authorized Signatory _____

Name _____

Designation _____

Signature of authorized person

Full name:

Date:

Place:

Seal

CHECK LIST

(To be submitted by bidders along with tender document)

Subject: Submission of tender document for Services at ERPC Office

Sl. No	Documents to be submitted	Mark (√)
1	Copy of Registration Certificate of the Agency with Central /State Government	
2	Copy of Registration Certificate of the Agency under Contract Labour (Regulation & Abolition) ACT 1972	
3	Copy of the TAN/PAN of the Agency	
4	Document in support of Past Experience of the Agency in working with Govt. Deptt. /PSU/reputed private firms etc. during the last three years along with performance report of the employers, if any.	
5	Copy of Income Tax Return of the Agency for last three financial years.	
6	Copy of audited Profit & Loss A/c of the Agency for the last three years.	
7	Copy of audited Balance Sheet of the Agency for the last three years.	
8	Copy of Service Tax/GST Registration Certificate of the Agency.	
9	Copy of PF&ESI Registration Certificate of the Agency.	
10	Pay Order / Demand Draff of Bid security Money (EMD)	
11	Copy of the Bank account of the agency for the last three years	
12	Signed copy of the tender document	
13	Annexure-II	
14	Financial Bid	
15	Authorization certificate to attend the bidding process	

I () hereby declare that the documents submitted/enclosed are true and correct. In case any document at any stage found fake/incorrect, action as deemed fit by ERPC can be taken against me.

Signature with Stamp

Authorized Signatory of the Agency

Place:

Date:

MTS as Driver:

1. The MTS working as driver should have professional LMV / HMV License issued by competent authority.
2. The driving license should be renewed as and when required. No Charges shall be paid by the office in this account.
3. The person should have good health, should not have vision problem, should not be alcoholic and smokers and he should be a competent person with proficiency in driving and courteous behavior. The person deployed by the agency shall not have any adverse police record.
4. The agency should produce complete bio-data, photo identity and residence proof of the deployed person before taking the assignment.
5. The person should have a basic knowledge to find out the minor problems of the vehicle and should be able to attend them at his own.
6. Under emergency conditions the person should be ready to work beyond normal working hours at already specified overtime rate.
7. The Office reserves right for test and interview for the driver and then only the order will be given. In case if any dispute arises the decision of office will be final and agency should bind for it.
8. The persons who will be engaged for this service should be able to read and write the language of HINDI in addition to local language.
9. The "Agency" shall be responsible for any loss / damage / theft/ accident of Vehicle or any part thereof due to the irresponsible / negligent driving by the M.V. Driver, deployed by the "Agency" during their duty and the "Office" has the right to recover full loss of such amount from the "Agency".
10. The "Agency" shall be responsible for the protection of vehicle. In the event of any accident the Agency shall be liable for any damage and/or dispute arising with third party or legal matters.
11. In case of any litigation due to the accident the agency shall handle at its own cost and in the event of the department happens to incur any expenditure towards litigation, the same shall be recovered from the agency. Member Secretary, ERPC shall be the final Authority for determination of quantum of liability.
12. The agency is solely responsible for resolving all RTA/ Traffic police cases if any with respect to drivers. All penalty, financial liabilities, etc. in this regard shall be borne by the agency and the office will not take any responsibility in this regard.
13. It shall be the responsibility of the agency to insure the driver at their own cost against accident, etc.; the office will not take any responsibility, financial or otherwise, in this regard.
14. Besides the monthly payment and payment for overtime as applicable, the office will make no other kind of payment either to the Agency or to the driver in any form.

DECLARATION

1. 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.

4. Certified that there are no complaints/non-compliance cases in respect of payment of statutory dues against the agency.

5. Certified that the agency has not been black listed /security deposit has not been forfeited in case of the agency during the last five years.

Signature of authorized person

Date:

Full Name:

Place:

Seal:

FORM FOR PERFORMANCE GURANTEE

(IN CONNECTION WITH SUPPLY OF MANPOWER BY THE AGENCY)

To
Member Secretary, ERPC

Bank Guarantee No :Dated.....

This deed of Guarantee executed atby..... (Name of Bank & Branch) in favor of Member Secretary, ERPC Office, Tollygunge, Kolkata-33 with the Bank A/C No :, Branch& IFSC.....

WHERE AS (Name &Address of the Contractor) has undertaken, in pursuance of contract No.....datedto supply the manpower to ERPC.

AND WHEREAS it has been stipulated by you in the said contract that the contractor shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract.

AND WHEREAS we have agreed to give the contractor such as bank guarantee. Now, therefore we hereby affirm that we are guarantors and responsible to you, on behalf of the contractor, up on a total of.....(amount of the guarantee in words and figures), and we undertake to pay you ,upon your first written demand declaring the contract to be in default under the contract and without cavil or argument any sum of sums within the limit of (amount of guarantee) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We further agree that no change of addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the contract shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of2023

(Signature of Authorized officer of the Bank)
.....
Name and designation of the officer.
.....

Seal, Name & Address of the Bank and address of the Branch (Bank’s Common seal)