



## Eastern Regional Power Committee

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

Website: [www.erpc.gov.in](http://www.erpc.gov.in)

**File No: ERPC/TS&C/Manpower/Security Personnel/2021**

# TENDER DOCUMENT

FOR

**PROVIDING SECURITY & HOUSE KEEPING MANPOWER IN  
ERPC OFFICE AND RESIDENTIAL COMPLEX.**

S. No	Particulars	Details
1	Name of the Job	Providing Security & House Keeping 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) at 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 (Rs. Fifty Thousand Only)
8	Period of Contract	2 years
9	Performance Security Deposit	₹ 5,50,000(Rs. Five Lakh and Fifty thousand Only)



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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 services to ERPC for Security personnel in ERPC office and Residential Complex. The ERPC office and residential complex is located at 14, Golf Club Road, Tollygunge, Kolkata-700033 and 1B, Uday Sankar Sarani, Tollygunge, Kolkata-700033 respectively.
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. 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 subsequently 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 superscribing "Technical Bid for providing security manpower to ERPC" and "Financial Bid for providing security manpower to ERPC". Both sealed envelopes should be kept in a third bigger sealed envelope superscribing "Tender for providing security manpower 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 security manpower 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 analysed 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. 5,50,000/- (Rs. Five Lakh Fifty Thousand Only)** through Bank Guarantee.
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 requires the services of reputed, well established, financially sound company/firm/agency (herein referred to as the agency) to provide security manpower services for its office and residential complex.
- II. Notwithstanding anything contained otherwise, ERPC and ERPC Secretariat mean the Office of Member Secretary. The Office complex is located at 14, Golf Club Road, Tollygunge, Kolkata-700033 and ERPC Residential complex at 1B, Uday Sankar Sarani, Tollygunge, Kolkata-700033.
- III. The contract will be initially for a period of 2 (Two) years and is likely to commence on **1<sup>st</sup> 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.
- 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 Security services to ERPC”. EMD for unsuccessful bidders would be returned without interest within 45 (Forty-five) days of opening of Technical bids. The tenders will not be accepted beyond stipulated date and time frame and without EMD under any circumstances what so ever.
- VI. The Earnest Money Deposit (EMD) which will be 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 favour of “Member Secretary, ERPC” payable at Kolkata failing which the tender shall be rejected summarily.
- VII. 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 Security to ERPC” and “Financial Bid for Providing manpower for Security to ERPC”. Both sealed envelopes should be kept in a third bigger sealed envelope super scribing “Tender for Providing manpower Security to ERPC”.

- VIII. 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.
- IX. The successful bidder will have to deposit Performance Security Deposit of **Rs 5,50,000(Rs. Five Lakh Fifty Thousand Only) in the form of Bank Guarantee (BG) as proforma enclosed at Annexure-IV** and serviceable at Kolkata but hypothecated to the “Member Secretary, ERPC” 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 agency before the extension. On hypothecation of FDR as above.
- X. 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;
I I	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 years
V	Copy of EPF registration certificates of the Agency
VI.	Copy of ESI registration certificates of the Agency
VII.	Copy of the Service Tax registration certificate of the Agency
VIII.	Copies of contracts awarded to the Agency by the Central Government/State Government/ PSUs/ Bank/reputed private firm during last three years.
IX.	Certified copy of bank A/c of the Agency for the last three years issued by the 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.

- XI. 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.
- XII. Terms and Conditions described in Section B & this NIT shall be binding on all bidding agencies

- XIII. Due date for payment of salaries, etc. payable to employees of the agency deployed in ERPC for a given **month shall be seventh (7<sup>th</sup>) 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.
- XIV. 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 wage+ VDA). No other type of quotation will be entertained.
- XV. 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.
- XVI. 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.
- XVII. 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.
- XVIII. 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.
- XIX. 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 bids are found in order.
- XX. 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**

#### **1. 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 security 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. 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.
- III. 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.
- IV. 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.
- V. The ERPC, at present, has requirement of security personnel 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.
- VI. 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.
- VII. The offer quoted by the agency shall remain valid for at least sixty (60) days from the date of opening of the quotations.
- VIII. The tender shall be summarily rejected without EMD and money receipt/demand draft for purchase of tender document in the requisite form.

## 2. 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 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 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 for perusal. 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 conforms to the technical specifications of 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. Personnel engaged in security works would be used/allocated/deployed in shift basis in all the seven days of the week with one day weekly off for each person. No security person will be put into service for a continuous period of seven days. However, the work hours may be rescheduled as per requirement. The Security personnel will be posted at any place of ERPC office complex & staff quarters.



VIII. 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 certificates in respect of educational/professional qualifications etc.
3.	Attested copy of matriculation certificate and or voter id card as proof of date of birth.
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.

IX. 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.

**X. The Agency shall provide the Uniform and the name badge to the deployed security and Housekeeping personnel within 30 days of award of contract.**

XI. 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.

XII. The persons deployed by the Agency should not have any **Police record/criminal cases** against them. 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. 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.

XIII. 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.

- XIV. 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 three working days would attract a penalty @ Rs.300 per day on the service providing agency.
- XV. 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.
- XVI. It will be the responsibility of the agency to meet/coordinate transportation, food, 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.
- XVII. 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.
- XVIII. 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.
- XIX. The persons deployed by the agency will never be entertained for employment/absorption in ERPC Secretariat as regular/confirmed employee of ERPC secretariat. 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 issue of work order.
- XX. 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.
- XXI. 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.
- XXII. The agency shall arrange at its own cost to get all the eligible deployed persons under ESI cover.

### **3. 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.
- III. The agency shall maintain all statutory registers as required under the Law.
- IV. The agency shall produce the same, on demand, to the concerned authority of the ERPC or any other authority under Law.
- V. 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.
- VI. 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

#### 4. FINANCIAL

- I. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable/returnable, of **Rs. 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 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-II**. 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 5,55,000 (Rs Five Lakh Fifty Thousand 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 if any. In addition to reimbursement of Gross salaries the agency will receive Outsourcing management fees (which will be quoted percentage of (Basic + VDA) as per rules. 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. 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 or online mode. The bill shall enclose copy of the attendance sheet, OTA register, proof of bank challan/receipt showing deposition of EPF contribution, ESI & any 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.
- IV. 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.
- V. 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.
- VI. 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.
- VII. 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 the each month salary.

- VIII. 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.
- IX. 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 fulfil 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.
- II. Attested Copies of the registration certificate shall be enclosed with the technical bid document.
- III. 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.
- IV. The Agency should have had a minimum annual turnover of ₹ 20 Lac (Rupees Twenty lac) 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.
- V. 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.
- VI. The Agency should have a PAN number. Attested copy of the PAN card shall be enclosed with the technical bid document. 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 with the technical bid document.
- VIII. The Agency must be registered under Contract Labour (Regulation & Abolition) Act 1972.
- IX. Attested documents evidencing above shall be enclosed with the technical bid document.
- X. 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.
- XI. 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.
- XII. The Undertaking as per **Annexure-III** 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 manpower deployed is six days (6) per week and one day weekly off.** 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	Category	Current Basic +VDA as on April,2021(₹)	Number of Post
1.	Security Guard	<ul style="list-style-type: none"><li>• Minimum age should be 45 yrs. as on 01.07.2021</li><li>• Qualification shall be Matriculation passed/appeared. Should have at least 10 years of experience as security guard</li></ul>	Watch & ward	₹ 784	<b>13 no</b>
2.	House Keeping (Supervisor )	<ul style="list-style-type: none"><li>• Minimum 10<sup>th</sup> class passed with good physique.</li><li>• 10 years of experience.</li><li>• Good Communication skills</li></ul>	Skilled	₹784	<b>1 no</b>
3.	House Keeping personnel	<ul style="list-style-type: none"><li>• Minimum 8<sup>th</sup> Class pass</li><li>• 5 years of experience.</li></ul>	Semi-Skilled	₹ 714	<b>7 no</b>

\*The following orders from office of the Chief Labour Commissioner., Ministry of Labour & Employment, Government of India have been followed.

- Chief Labour Commission Order No File No. 1 / 16(6)/ 2020-LS dated 23.04.2021
- Chief Labour Commission Order No F.No.1 / 20(3) / 202 t-LS-II dated 23.04.2021
- Chief Labour Commission Order No. 1/ 16(4)/202 1-LS-II dated 23.04.2021

# Supervisor, if any, shall perform duty in General shift 6 (Six) days in a week.



## **SECTION F**

### **SCOPE OF WORK**

#### **A. SECURITY PERSONNEL READ WITH ANNEXURE I**

- I. To provide suitable security services in ERPC office cum residential complex and office buildings which houses computers, its associated power supply accessories like D.G. sets, air-conditioning plants, pumps and sophisticated electronic equipment, furniture, office equipment etc.
- II. The security arrangements shall be provided for constant vigil of the office building complex in which the above equipment is installed by deploying trained and good physique personnel on round the clock basis.
- III. The coordinating security guard shall manage the reception duty and operating the intercom system during normal office hours and even on holidays or as required by the ERPC authorities.
- IV. The agency and the security personnel shall be responsible for proper security of office cum residential premises of ERPC. The security personnel deployed should:
  - (i) Ensure no theft or pilferage takes place in the office.
  - (ii) Ensure that no unauthorized person enters the premises.
  - (iii) Ensure that no person creates nuisance or disturbance in the office premises.
  - (iv) Maintain the record of visitors and entry/exit of the vehicle in the Office complex.
  - (v) Ensure checking by Metal Detector (metal detector to be provided by the agency) equipment at the ERPC main gate.
  - (vi) Check that doors are properly locked after office hours. On emergency, the duty of opening & closing the doors of the office rooms/garages may be carried out.
  - (vii) Monitor the movement of the office vehicles and safe keeping of the keys of the office vehicles.
  - (viii) Facilitate Guest house check-in/check-out & operation of the Pump/Lift in Office & Quarters.
  - (ix) Facilitate any other jobs as deemed fit by the authority in relation to security aspects of the office.

#### **B. CLEANING WORK READ WITH ANNEXURE II**

- I. To carry out cleaning, dusting and upkeep of rooms, toilets, corridors, canteen, guest house, conference hall, library, open area, staircases, roof top solar panel once a week etc. in ERPC Office Complex.
- II. To carry out cleaning, dusting and mopping of all corridors, ceiling and walls of all common area (corridors & staircases), window glass panels of the corridors & staircases of ERPC Staff Quarters of all building, all staircases, toilets in all floor, etc. and Generator room, Pump room, Firefighting room, Electrical maintenance room, Quarter maintenance room, Lift room, Garbage room, Garage, all landing, Garbage chutes of all floors with detergent and water located in ERPC complex.

- III. Cleaning, dusting & washing of guest house in ERPC Office & Quarter and any other room(s) designated as guest house in future.
- IV. Pest control/Sanitization shall be done as and when required at ERPC office & Quarters.
- V. Minor works at Office and Quarter such as painting, polishing, masonry work etc.,
- VI. Cleaning of newly allotted quarters and cleaning of garbage collection room.
- VII. Cleaning & rubbing of floors in the corridors, staircases etc. with necessary cleaning materials by the floor machine.
- VIII. Cleaning & washing with water of open areas i.e., lawn & courtyard (front & backside) including the portion in front of all gates of the building.
- IX. Clearing of garbage, waste materials etc. from the ERPC Staff-Quarter premises & ERPC office and proper dumping at KMC garbage collection place.
- X. First round of cleaning work shall be completed by 09:30 hours and second round of cleaning work shall be completed by 14:30 hours. The persons deployed shall be available till 17:00 hours and need to attend on any emergent work.
- XI. Proper exhaustive maintenance and cleaning work in Garden of ERPC office & its residential complex.
- XII. Any other work as assigned by the concerned officer.

## **SECTION G**

### **CRITERIA FOR EVALUATION OF TENDER**

- I. The evaluation of Technical bid will 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 fees 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-III	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	Security Guard	Watch & Ward (Unarmed) \$	13	637	147	₹ 20,384	₹ 2,64,992
2	Unskilled Supervisor	Semi-Skilled \$\$	1	579	135	₹ 18,564	₹ 18,564
3	House Keeping personnel	Housekeeping attendant \$\$\$	7	523	122	₹ 16,770	₹ 1,17,390
A. Total wage (Basic + VDA) /month for Manpower (considering 26 days Basic & VDA for evaluation) *							<b>₹ 4,00,946</b>
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.							

\$ Chief Labour Commission Order No File No. 1 / 16(6)/ 2020-LS dated 23.04.2021

\$\$ Chief Labour Commission Order No F.No.1 / 20(3) / 202 t-LS-II dated 23.04.2021

\$\$\$ Chief Labour Commission Order No. 1/ 16(4)/202 1-LS-II dated 23.04.2021

\* 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-III	
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:



## ANNEXURE-I

### SECURITY Work

- I. The personnel to be deployed by the agency must have undergone extensive training to perform such type of security services at office complexes and shall be of proven record and character subject to the approval of this office. They shall be healthy and with strong physique. The agency shall provide bio- data of all the security personnel along with their two copies of recent passport size photograph to this office. Before deployment of its staff, the agency shall ensure that the personal data of the security staff have been verified thoroughly and have been registered with the local police station.
- II. The agency shall **provide 2 sets of uniform to the Security Personnel each for summer and winter season and also One pair of Black shoes for each year. Name badge shall also be provided by the agency.** It shall be the sole responsibility of the agency to ensure that staffs are in proper and clean uniform. Necessary approval for uniform should be taken from EE (TS &C), ERPC.
- III. Torch& battery, lathi, whistle, register etc. have to be provided by the agency.
- IV. The agency should be responsible to ensure that the Security of this office is maintained at the proper desired standards.
- V. The Security Supervisor shall keep an attendance register in which the arrival and departure time of security staff deployed shall be entered on round the clock basis. This attendance register shall be put up to EE (TS &C), ERPC daily for his scrutiny.
- VI. The agency shall ensure that no security staff stays in the ERPC Complex beyond his duty hours.
- VII. The Agency shall provide alternative substitute in case of leave/absence etc. of its security personnel. Under no circumstances, ERPC office shall be left unguarded at any time. Under no circumstances this office should be left without the contractual security personnel on round the clock basis. Loss, if any, incurred on this account shall be deducted from the payment due to the agency 's Security Deposit.
- VIII. The Agency shall be responsible for any loss, damage or liability to the property of ERPC office due to lapse in the duties of their employees.
- IX. ERPC shall have discretion to ask for increase/decrease in the number of security staff as per its requirement (Supervisor/Guard).
- X. The security personnel will be deployed in sensitive places of the ERPC office and its residential complex as per roaster prepared by the competent authority of ERPC secretariat.

## ANNEXURE-II

### Cleaning/house Keeping Work

- I. The personnel to be deployed by the agency shall be of proven record and character. The names, present and permanent address, details of employment during the past two years, if employed, of these personnel shall be furnished before deployment of such staff in ERPC. Before deployment of its staff the agency shall ensure that the personal data of staff employed have been verified thoroughly and **have been registered with the local police station.**
- II. The agency shall execute the contract directly and they shall not be permitted to give any sub-contract for part or whole of the work.
- III. It shall be responsibility of the agency to ensure that their staff is in proper uniform along with their nameplate. Necessary approval for uniform should be taken from Officer-in-Charge, ERPC.
- IV. The agency should be responsible to ensure that the cleanliness of the ERPC office premises as well as residential complex is maintained at the desired level of standards.
- V. The agency shall keep an attendance register in which the arrival & departure time of housekeeping personnel deployed will be entered daily. This attendance register shall be put to the Officer-in-Charge, ERPC for his scrutiny.
- VI. If the agency fails to render any or all the services for any period during the tenure of the contract, ERPC shall be at the liberty to get the work done from other agencies and deduct twice the charges incurred on this account from amount payable to the agency/Security Deposit.
- VII. The agency shall be responsible for any loss, damage or liability to the property of this office due to lapse of their employees.
- VIII. ERPC shall have discretion to ask for increase/decrease in the number of staff as per its requirement. Any increase/decrease of staff shall be on pro-rata basis.
- IX. The agency has to ensure that any staff shall not be allowed to stay in the complex beyond his duty hours without prior permission of the competent authority.
- X. It shall be responsibility of the agency to provide suitable alternative/substitute in case of leave/absence etc. of personnel deployed otherwise punitive measure will be taken as already specified.
- XI. In case of dispute on the quality of cleaning & upkeep and horticulture work the decision of the Member Secretary, ERPC shall be final and binding upon both the parties.
- XII. **The Staff shall be paid one weekly off day, usually on Saturday/Sunday, unless otherwise specified.**

- XIII.** Deployed Security and Housekeeping personnel shall be entitled to **01 paid Casual Leave in a month (i.e., 12 CL in a year)** and if the employee takes leaves more than the entitled, the substitute is to be provided by the service provider to the office.
- XIV.** For working on National holiday/Gazetted holiday as and when required by the office, the personnel shall be paid for those days.

**DECLARATION**

- 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 GUARANTEE**

(IN CONNECTION WITH SUPPLY OF MANPOWER FOR SECURITY SERVICES)

To  
Member Secretary, ERPC

**Bank Guarantee**  
No:.....Dated.....

This deed of Guarantee executed at .....by..... (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..... dated .....to supply the manpower for security services.

**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 hereby waive the necessity of your demand the said debt from the contractor before presenting us with the demand

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 the .....day of .....2023.

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)

\*\*\*\*\*END OF THE DOCUMENT\*\*\*\*\*