

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION
GOVERNMENT OF INDIA**

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'Upbhokta Nyay Bhawan'
'F' Block,
GPO Complex, INA
New Delhi – 110 023

No.Admn./OST/NCDRC/2015

20th May, 2016

Subject : Quotation for hiring of services of Clerks, MTSS, Housekeeping staff and Security Guards for a period of one year in National Consumer Disputes Redressal Commission

Sealed tenders are invited from experienced and reputed manpower agencies for outsourcing of the services of Clerks, MTSS, Housekeeping and Security Supervisor and Security Guards as detailed below:-

S. No.	Requirement of service	Skill Requirement	No. of Personnel required presently
1	Clerks	Matriculation with working knowledge of Computer/Typing	23
2	MTSS	Efficient in performing the office work	15
3	<u>Housekeeping Staff</u>		
(a)	Housekeeping and Security Supervisor	Matriculation and 3 years' work experience in the field of Supervisor	01
(b)	Housekeeping Boys	Efficient in performing the Housekeeping and Security Supervisor work	10
4	Security Guards	Trained by an authorized Agency and experienced in the field.	8

1. The Agency shall be under an obligation to engage, on its rolls all the personnel who have been outsourced by NCDRC and are

working with it, on the date the contract is awarded to the Agency.

2. The persons deployed by the Agency shall be paid such wages, as are determined by the NCDRC, from time to time. The wages shall be paid and the EPF and ESI contributions both of the employee as well as of NCDRC, shall be deposited, by the Agency, from its own funds, but will be reimbursed to it by NCDRC, subject to furnishing of the required proofs and documents.
3. The persons deployed by the Agency should not have any adverse police record/criminal case against them. The agency should make adequate enquiries and certify the character and antecedents of the persons whom they deploy. **A copy of the police verification report should be deposited in the Commission within 60 days.**
4. The number of outsourced personnel may vary from time to time as per requirement.
5. The initial period of contract would be for a period of 3 years, further extendable at the discretion of this Commission, subject to satisfactory performance of the Agency, with such amendments as may be mutually agreed to and also subject to the necessary approval of the Competent Authority.
6. The manpower will have to be supplied by the Agency within 7 days of award of contract.
7. **Terms and conditions:-** As at Annexure I
8. Only those, who fulfill the following minimum eligibility criteria, should submit their bids:
 - (a) The manpower Agency should be in the business of supplying manpower for not less than three years,
 - (b) It should be registered with the concerned Government Authorities and a copy of the registration should be attached with the Technical bid.
 - (c) It should have PAN and Service Tax Registration Number, photocopies of which should be attached with the Technical bid.
 - (d) It should not have been blacklisted by any organization. Necessary declaration to this effect should be attached with the Technical bid.
 - (e) It should be willing to take up the contract on the terms and conditions at Annexure-I
 - (f) If a tender quotes 'NIL' charges, the bill shall be treated as unresponsive and will not be considered.

9. An Earnest Money Deposit of Rs.50,000/- (Rupees fifty thousand only) in the form of demand draft drawn in favour of **"Pay and Accounts Officer, Department of Consumer Affairs, New Delhi"** must be submitted alongwith the Technical bid, failing which the bid shall not be considered valid.
10. The tenders should be submitted in two sealed covers.
- (A) The first sealed cover subscribed as **"Technical Bid"** should contain the following documents:-
- (i) The proforma at Annexure-II, duly filled in, alongwith self-attested relevant documents/information.
 - (ii) Agency profile including previous experience of manpower supply to Government Department etc.
 - (iii) Acceptance of terms and conditions at Annexure-I
 - (iv) Demand Draft for Earnest Money Deposit.
 - (v) All other required documents.
- (B) The second sealed envelope subscribed as **"Financial Bid"** should contain only the service charges for supply of Clerks, MTSs, Housekeeping Staff & the charges per person, per month (Annexure-III).
- (C) Both the sealed covers should be placed in the main sealed envelope subscribed **'Tender for Supply of Clerks, MTSs, Housekeeping Staff & Security Guards'**. **This should be addressed to the Registrar, National Consumer Disputes Redressal Commission, Upbhokta Nyay Bhawan, GPO Complex, F Block, INA, New Delhi-110023 and sent by registered post or hand delivered so as to reach the Commission within one month from the date of publication of the advertisement.**
11. The Technical Bids will be opened by the Tender Opening Committee on the same day on expiry of the last date and time of receipt of the tenders in the chamber of Registrar, National Consumer Disputes Redressal Commission, Upbhokta Nyay Bhawan, GPO Complex, F-Block, INA, New Delhi-110023 in the presence of the participating bidders, who may like to be present.
- 11.1 The Technical Evaluation Committee will assess the ability of the agencies to supply requisite number of personnel in different categories based on its record, profile and on such other criteria as it may fix and only those found fit will be eligible for Financial bid opening. The eligible Agencies will be intimated about the date and time of opening of Financial Bid and they may participate in the process.
12. **Right to Acceptance:**

- 12.1 The Office of the National Consumer Disputes Redressal Commission reserves all rights to reject any bid including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the National Consumer Disputes Redressal Commission in this regard shall be final and binding.
- 12.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 12.3 The competent authority of the office of the National Consumer Disputes Redressal Commission reserves the right to award any or any part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- 12.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency which is awarded the contract, the competent authority of the Office of the National Consumer Disputes Redressal Commission reserves the right to award the contract to the next lowest bidder or any other outside agency and the difference shall be recovered from the defaulter agency who is awarded the initial contract and this will be binding on the bidders.
- 12.5 The office of the National Consumer Disputes Redressal Commission may terminate the Contract if it is found that the Contractor is black listed on previous occasions by any of the Government Departments/ Institutions/ Local Bodies/ Municipalities/Public Sector Undertaking etc.

Anil Srivastava
(Anil Srivastava)

Registrar

Tel: 011-24608711

011-24608714

TERMS AND CONDITIONS

1. All services shall be performed by persons skilled in performing such services as per the eligibility criteria indicated for the category. Their work (in brief) will be as under:-

- (i) **Housekeeping Staff:-** The work of Housekeeping shall include all works, but not limited to, cleaning (building, sweeping, mopping of floor, vacuuming of carpets/files, dusting of furniture & equipment). The building areas namely; outer toilets, floors, basements, main entrances, rooms, hall etc. will be cleaned everyday including regular cleaning of window panes, signage, nameplates, knobs etc.
- (ii) **Security guards:-** Round the clock security at 'Upbhokta Nyay Bhawan', INA, New Delhi and at 18 Akbar Road, New Delhi (Residential office). They will be always in uniform and their uniform should be distinctly different from the one used by the Civil Police/Defence/Military. The contractors shall provide the uniform and other security equipment like torch light for night patrolling to the security guards. Security guards should not be over the age of 45 years and they should be medically fit for security jobs.
- (iii) **Housekeeping & Security Supervisor:-** He will monitor and supervise the Housekeeping as well as Security Staff. He has to coordinate between the Housekeeping staff & Security Guards and the Officials of the Registry and to ensure smooth functioning of both the areas.
- (iv) **Clerks/MTS:-** Clerks will be deployed in the different sections of this Commission and their duties will be dealing with case files, upkeep of records, issuing of hearing notices etc. The MTS personnel will discharge duties of court attendants and carrying files etc. They will also perform such other functions as may be assigned to them by the Hon'ble Members or by the Registry.

2. The persons supplied by the Agency should not have any adverse Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of each personnel of the service provider and get the same verified through the local police. It will also collect proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect will be submitted to the NCDRC.

3. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.

4. The Service Provider shall withdraw such employees who are not found suitable by the NCDRC for any reasons immediately on receipt of such a request from the National Commission.

5. The Service provider shall engage necessary persons as required by the National Commission from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month through ECS and provide a proof of doing

so to the NCDRC. The Company/Firm/Agency will provide proof of receipt of wages by the workers before the end of each month. There will be no Master & Servant relationship between the employees of the service provider and the National Commission and further that the said persons of the service provider shall not claim any absorption in the National Commission, on any ground whatsoever.

6. The service provider's personnel shall not claim any benefit/compensation/absorption/regularization of services from/in the National Commission under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to the National Commission. However, the contractor shall cover its personnel under insurance for personal accidents/death while performing duty.
7. 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.
8. The service provider's personnel should be polite, cordial, positive and efficient, while performing the assigned work and their actions should promote good will and enhance the image of the National Commission. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by the Agency.
9. That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the National Commission.
10. The Service Provider shall provide Photo Identity Cards to the persons deployed by them for carrying out the work at its own cost. These cards shall be constantly displayed by their persons & their loss reported immediately.
11. The Service Provider shall ensure proper conduct of their persons in office premises, and enforce prohibition on consumption of alcoholic drinks, paan, smoking, loitering without work etc.
12. The transportation, food, medical and other statutory requirements in respect of each personnel of the Service Provider shall be responsibility of the Service Provider.
13. Working hours would normally be 8 ½ hours per day 9:00 A.M to 5:30 P.M during working days including half an hour lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may be called on Saturday, Sunday and other gazetted holidays, if required.
14. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act, etc. and the National Commission shall not incur any liability of the Service Provider for any expenditure whatsoever on the persons employed by the agency on account of any such statutory obligation. The agency will have to provide particularly EPF, ESI benefits to all its employees engaged in the National Commission and furnish proof of depositing such combinations on a monthly basis.

15. The Service Provider will submit the bill, in triplicate in respect of a particular month in the first week of the next month alongwith copies of receipts towards EPF/ESI/Service Tax deposition for the previous month and copies of attendance register(s). Copy of separate ECR and separate e-challan reflecting PF deduction of previous month are to be attached with the claim for payment of the following month. Annual statement of account of EPF in respect of Clerks, MTs, Housekeeping Staff and Security Guards reflecting opening balance, contributions, withdrawals, interest and closing balance etc. are to be furnished at the end of the financial year. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.
16. Payments to the Service Provider would be strictly on certification by the officer of the administration that his services were satisfactory and his attendance certified as per the bill preferred by the Service Provider.
17. No wage/remuneration will be paid to any person for the days of absence from duty except 12 days Casual Leave in a Calendar year.
18. The Service Provider will have to provide the required number of additional persons for a shorter period also, in case of any exigencies as per the requirement of the National Commission.
19. The Service Provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Service Provider.
20. The Service Provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from the National Commission to the Service Provider shall be acknowledged immediately on receipt, on the same day. The Service Provider shall strictly observe the instructions issued by the NCDRC in fulfilment of the contract from time to time.
21. The National Commission shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicle of the personnel of the service provider.
22. That the agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees, etc. If the National Commission suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to the National Commission for the same. The agency shall keep the National Commission fully indemnified against any such loss or damage.
23. The National Commission will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
24. The successful bidder shall furnish a Performance Security Deposit of Rs.2,00,000/- in the form of an account payee demand draft drawn in favour of the "Pay and Accounts Officer, Department of Consumer Affairs, New Delhi" payable at New Delhi/Fixed Deposit Receipt from a commercial bank/Bank Guarantee from a

commercial bank, in an acceptable form, safeguarding the interest of the National Commission in all respects. The security deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider. **The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by the National Commission or non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the Agency.**

25. The successful bidder will enter into an agreement with the National Commission for supply of suitable and qualified manpower as per requirement of the National Commission on these terms and conditions. The agreement will be valid for a period of twelve months from the date of contract and shall continue to be in force in the same manner, unless terminated in writing. **The charges quoted by the agency shall be fixed for a period of 3 years and no request for any change/modification shall be entertained before expiry of the period of 3 years.** The contract/agreement is further extendable subject to satisfactory performance of the agency with such amendments as mutually agreed upon.
26. The Service Provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of the National Commission.
- 26 (A) The agency shall disburse the wages to the Clerks, MTs, Housekeeping Staff and Security Guards before 7th of each month.
27. The agreement can be terminated by giving one month's notice in advance. It can also be detained by the Agency, by giving 3 months' notice in writing. If the agency fails to give three months' notice in writing for termination of the Agreement then three month's charges payable to the agency from the NCDRC shall be forfeited.
28. That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
29. In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Hon'ble President of the National Commission, or his nominee whose decision shall be binding on both the parties.
30. The Agency shall be responsible for faithful compliance of the terms and conditions of this agreement. Failure to do so, will attract forfeiture of the performance security deposit as well as the termination of their contract and getting the work done through some outside agency at their cost and risk, during the remaining period of contract.
31. The initial period of contract will be for a period for 3 years, further extendable, subject to satisfactory performance of the agency, with such amendments as may be mutually agreed to and also subject to necessary approval of the Competent Authority.
32. The manpower will have to be supplied by the agency within 7 days of award of contract.

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ANNEXURE-II

Application-Technical Bid for providing Service of Clerks, Housekeeping & Security Supervisor, MTSs, Housekeeping Staff and Security Guards to the National Commission

S.No.	Particulars	To be filled by the Tenderer
1	Name of the Agency	
2	Details of EMD	
(i)	Amount	
(ii)	Draft No.	
(iii)	Date	
(iv)	Issuing Bank	
3	Date of establishment of the agency (alongwith proof of inception of agency)	
4	Detailed office address of the Agency with Office Telephone Number, Fax Number and Number & name of the mobile contact persons	
5	EPF Registration No. and ESI Registration No. (copies of all certificates of registration to be enclosed)	
6	PAN/GIR/TAN No. (copy to be enclosed)	

6A	Copy of Income Tax Returns of last 3- Financial Years	
7	Service Tax Registration Number (Copy to be enclosed)	
7A	Registration/Licence No. under Contract Labour (Regulation & Abolition) Act, 1970	
8	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India (if <u>no</u> , <u>undertaking to this effect is to be</u> <u>attached in this regard</u>)	
9	Length of experience in the field (Proof of assignment with Government Department for last 2- years.	
10	Experience in dealing with Government Departments (indicated the names of the Departments and years of dealing with those Departments and attach copies of	

	contracts orders placed on the agency)	
11	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached.	
12	Whether agency profile is attached?	
13	List of other clients	
14	Certificate of Annual Return from Chartered Accountant	

(Signature)
With date

ANNEXURE - III**FINANCIAL BID**

For providing Clerks/Housekeeping & Security Supervisor/MTS/Housekeeping Staff/Security Guard to the National Consumer Disputes Redressal Commission

1. Name & Address of tendering
Company/Agency:
2. Details of Earnest Money: Rs.50,000/-
DD No.
Name of Bank & Branch
.....

Quoted Price Break-Up

S. No.	Charges	Amount
1.	Service charges per Clerk per month	
2.	Service charges per MTS per month	
3.	Service charges per Housekeeping & Security Supervisor per month	
4.	Service charges per Housekeeping Staff per month	
5.	Service charges per Security Guards per month	

Signature of authorized person

Full Name: _____

Office Seal: _____

Date:

Place:

If a firm quotes 'NIL' Charges, the bill shall be treated as unresponsive and will not be considered.