## Solar Energy Corporation of India

D-3, 1<sup>st</sup> Floor, Wing-A, Religare Building, District Centre, Saket, New Delhi-110017

#### NOTICE INVITING TENDER (NIT) FOR HIRING OF MANPOWER THROUGH PLACEMENT AGNCIES

Solar Energy Corporation of India (SECI) A Public Sector Undertaking under Ministry of New & Renewable Energy, Govt. of India invites sealed quotations from registered, well-established and reputed firms for providing various personnel on monthly contract basis as per its Requirement with average turnover of Rs. 5 Crore in last three financial years and have carried out any single similar work of Rs. 25 lakhs per month.

- Interested parties, who have 3 years' experience in the field as on 31.12.2013, can collect Tender document containing detailed information and terms & conditions as per "Annexure - X" from Manager (Pers. and Admn.), SECI, on all working days or download the same from SECI's website <u>www.seci.gov.in</u>.
- Quotation in sealed cover superscripted "Quotation for Hiring of Manpower" should be submitted by Speed Post/Registered Post addressed to Manager (Pers. and Admn.), at registered office of the corporation.
- 3. The schedule of receipt and opening of Quotations is as under:-
- (i). Last Date and Time for receipt of Quotations: 15th April, 2014 At. 2.00 PM
- (ii). Date & Time for opening of Quotations: 15th April, 2014 at 3.30 PM
- 4. Quotations received after the stipulated date & time and incomplete quotations, will be rejected. The Quotations will be opened on the stipulated date & time at registered office of the corporation in the presence of the tenderers or their authorized representatives who may like to be present.



#### "Annexure – X "

#### DETAILED INFORMATION AND TENDER DOCUMENT CONTAINING TERMS & CONDITIONS FOR HIRING MANPOWER SERVICES OF VARIOUS PERSONNEL THROUGH THE PLACEMENT AGENCY

- The personnel engaged for the services in SECI shall be the paid employees of the Placement Agency duly on their roles of employment. They will have no claim and liabilities of whatsoever nature including monetary claims or any other claim or benefits from SECI.
- Minimum payment would be as per the minimum wages notified by the Govt. of NCT of Delhi, plus 25% but higher pay would not be constraints. For extra working beyond office hours and on holiday, overtime wages is to be paid.
- The Placement Agency shall make their own arrangements for commuting of their personnel requisitioned by SECI and no extra expenditure on this account will be borne by the corporation.
- 4. That Placement Agency will furnish to SECI, the full particulars of the personnel deputed/ sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address, etc., and they will also ensure the verification of the antecedents of such personnel from their Ex-employer / Police and also ensure that they possess the requisite academic / technical qualifications and experience for rendering the requisite services to the SECI.
- The Placement Agency will be responsible for compliance of all the applicable statutory laws / rules and obligations arising out of the contract so entered for providing various personnel to the SECI.
- Any liability arising under Municipal, State or Central Govt. laws and regulations will also be the sole responsibility of the concerned Placement Agency and SECI shall not be responsible for such liabilities.
- The Placement Agency shall undertake to indemnify SECI for any liability under any law arising out of the entered manpower contract.
- The Placement Agency shall comply with all the rules and regulations regarding safety and security of its supplied / provided employees and SECI will in no way be responsible in any manner in case of any mis-happening with their personnel at any place.
- 9. The personnel provided / supplied shall be under the direct control and supervision of the Placement Agency. However, they shall comply with the oral and written instructions given on day to day basis by the authorized officer / representative of SECI from time to time. They will be bound by the



office timings, duty, placement, locations, rules, instructions etc., as may be given and decided by SECI.

- 10. The Placement Agency shall not sub-let the contract.
- 11. The Placement Agency shall make all payments including wages to its personnel on or before 5<sup>th</sup> of every month through NEFT / RTGS. After making the payment, the Placement Agency shall raise the bill / claim to SECI for payment / reimbursement of such amount along with payment of proof.
- 12. The placement agency shall make adequate arrangements for leave reserves, absenteeism, holidays, weekly rest etc, so as to ensure uninterrupted supply of the contracted manpower to SECI. In case of any shortfall in the required manpower, SECI will be at liberty to deduct proportionate amount, apart from imposing penalty of Rs. 1000/- for each such default.
- 13. The Placement Agency shall ensure deployment of the requisitioned manpower in accordance with the timing specified by SECI. In this regard normally, the office timings will be from 9.30 AM to 6.00 PM except Saturday & Sunday being weekly off and other 17 notified holidays.
- 14. The placement Agency shall be responsible for the discipline and conduct of the Personnel sponsored by them. In case, the personnel found in lack of discipline and their quality of work deteriorate during the course of the contract, the placement Agency shall provide a suitable substitute/replacement of personnel.
- 15. During the subsistence of the contract, SECI shall not undertake any monetary liability other than the amount payable to the Placement Agency for the services of personnel provided by them. Other liabilities, if any, shall be solely rest with the Placement Agency. Even if, SECI has to bear such liabilities on unforeseen circumstances / occasions, SECI will recover such amount from the Placement Agency by adjusting the amount payable to them, and wherever required even by raising demand notice to them.
- 16. Any loss, theft or damage to the life and/or property of the employees of SECI and/or property of SECI, shall be compensated by the Placement Agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the Placement Agency. Manpower provided /deployed will maintain full secrecy of the official working and records etc. failing which action will be initiated against the concerned persons and concerned agency under applicable rules and laws etc.
- 17. The Placement Agency shall obtain license and also be responsible for providing all such amenities as are required to be provided under the provisions of various statutory laws including Contract Labour (Regulation



and Abolition) Act, 1970. In case of failure of the Placement Agency to provide such amenities, SECI shall be free to provide the same and recover all expenses so incurred in providing such amenities from the Placement Agency by any suitable manner / method as may be deemed fit by the corporation on the land.

- 18. The Placement Agency shall also comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as are applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act 1948, Delhi Shops and Establishment Act 1954, Employees State Insurance Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Employees Compensation Act 1923, Payment of Bonus Act 1936 and take such steps as may be deemed necessary in this regard from time to time.
- The Placement Agency will not ask for any enhancement of approved rates during the contract period unless corporation so desires on its own for justified reasons under the laws.
- 20. It will be the sole liability of the Placement Agency to pay the wages, provident fund, ESI, leave benefits, bonus, medical facilities and other benefits / facilities to its employees as may be applicable under the relevant laws / rules. However, amount agreed under the contract will only be reimbursed / paid.
- 21. If the Placement Agency fails to render any or all the services, for any period during the currency of the contract, SECI shall be at liberty to get the work done from other agencies at the sole risk and cost of the Placement Agency.
- 22. The Placement Agency has to deposit Rs. 6.00 Lac (Rupees Six Lakh) as Security Deposit/Bank Guarantee. The Security Deposit/Bank Guarantee will be released after the expiry of the contract.
- 23. The contractor shall prepare and submit monthly bills in proper forms along with required documents. Payment of amount claimed will be arranged after necessary checks of the correctness of claim, deducting all charges due including income-tax, at the prescribed rate. The aforesaid payment of the bill will ordinarily be made within 15 days of submission. The delay, however, shall neither entitle the contractor to claim interest nor terminate contract."
- SECI reserves to withhold payment, if the agency fails to produce the documents as stipulated in the tender document along with monthly invoice or any other reason which SECI may deem fit.
- If the Placement Agency fail to provide satisfactory performance, SECI shall be at liberty to terminate the contract forthwith.

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- 26. SECI reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term and condition at any time during the currency of the contract.
- In case of any dispute, the decision of the Managing Director, SECI shall be final and binding.
- 28. The initial period of the contract will be for two years from the date of award of the contract, and on expiry of the said period, the contract may be extended with the mutual Consent and terms & conditions of both the parties. However, contract can be terminated pre-maturely without any notice if requirements of SECI felt no more or subsequently changed for any administrative reason.
- 29. The tenderers have to submit the following documents:
  - a) Photocopies of Registration of ESI, PF and other registrations etc.
  - b) Photocopy of single award letter of Rs. 25 Lacs per month value during 3 years.
  - c) Photocopy of PAN/TAN/Service Tax No.
  - d) Photocopies of Income Tax Returns for the last 3 years.
  - e) Photocopies of similar contract executed, if any, with Govt. Departments/ PSUs Autonomous Bodies/ Banks during last 3 financial years.
- 30 SECI reserves the right to accept or reject any Tender / Quotation in full or in part in case of incomplete quotations and also without assigning any reason thereof.
- The tender shall remain valid for a period of Ninety (90) days from the date of tender opening.
- 32. An Earnest Money Deposit (EMD) of Rs.1.00 Lac (Rupees One Lakh) has to be deposited in the form of a Bank Demand Draft / Pay Order in favour of "Solar Energy Corporation India" along with the Quotation. The EMD will be refunded to the unsuccessful bidders on finalization of the bids.
- 33. The Owner/Partner/Manager of the Placement Agency should be available on his own direct telephone (office as well as residence) and also on mobile phone.
- 34. There should be no cutting/overwriting in the Quotations.
- 35. A copy of these terms and conditions duly signed by the tenderer in token of having understood and agreed to the same should be attached alongwith the Quotation.
- If contract is awarded, the concerned Placement Agency will be required to execute the contract agreement on a non-judicial paper of Rs.100/- (or requisite value).



- 37. The tenderers are required to quote for the categories of various personnel as per enclosed "<u>Appendix – A</u>" and in the prescribed format given at "<u>Annexure 1</u>"
- 38. The Contractor shall also provide identity cards to the personnel deployed in the office carrying the photograph of the personnel and personal information as the name, date of birth, address and identification mark etc.
- 39. The Tax Deduction at Source (T.D.S) & Service Tax or any other tax as may be applicable from time to time shall be deducted as per the applicable provisions of relevant law and a certificate to this effect shall be provided to the Contractor by SECI.
- 40. All disputes are subject to jurisdiction of Delhi Courts.

SIGNATURE OF THE TENDERER

NAME IN BLOCK LETTERS

FULL ADDRESS WITH TELEPHONE NUMBERS



#### APPENDIX "A" OF TENDER DOCUMENT OF SECI INDICATING DETAILS OF JOB REQUIREMENTS OF MAN POWER

- Office Assistant Proficiency in typing in Hindi and English on computer, MS Office, MS Word, MS Excel, MS Access, Power Point, Adobe Photo Shop, Internet, E-Mail etc.
- Computer Operator- Proficiency in computer, MS Office, Page Maker, Corel Draw, MS Word, MS Excel, MS Access, Power Point, Adobe Photo Shop, Internet, E-Mail etc. with Knowledge of office working and procedure.
- Stenographer- Shorthand/ Typing speed of 80/40 wpm (English), with computer knowledge.
- 4. Drivers-10 years' experience as Driver with LMV Driving License.
- (a) Cooks 2 years' experience in Cooking as Cook Expert in Preparation of all Indian / South Indian dishes. Overall responsibility of cooking and service of the breakfast, lunch, evening tea/snacks and dinner.
  - (b) Attendant- To provide service for day to day office work, assistance in arranging meeting/conference, lunch, dinner and pantry work.
- Housekeeping Staff- experience as Sweeping and cleaning of whole Guest House / Hostel Complex including toilets, severs, room, Maintenance / cleaning of whole green area under jurisdiction and any other assigned works.

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#### Annexure -1

## PROFORMA FOR QUOTING THE RATES FOR ENGAGEMENT OF PLACEMENT AGENCY

Ag reg 2. Na Co 3. Fu with / M 4. Fu Of E- 5. Ba with co thr 6. PA (Al 7. Se		Rates and Documents to be submitted
3. Fu with / M 4. Fu Of E-1 5. Ba with co thr 6. PA (At 7. Se	ame of Tendering Company/ Firm/ gency (Attach certificates of gistration)	
4. Fu Of E- 5. Ba wit co thr 6. PA (Al 7. Se	ame of Proprietor / Director of ompany/ Firm / Agency	
5. Ba wit co thr 6. PA (At 7. Se	ull Address of Registered Office ith Telephone No., FAX and E-Mail Mobile / Website.	
6. PA (At 7. Se	ull address of operating / Branch ffice with Telephone No., FAX and -Mail.	
7. Se	anker of Company/Firm/ Agency ith full address (Attach certified opy of statement of A/C for the last ree years)	
10.0000	AN/GIR No. attach attested copy)	
	ervice Tax Registration No. ttach attested copy)	
	P.F. Registration No. ttach attested copy)	
(W25)	S.I. Registration No. .ttach attested copy)	
lea tha to sin esi fin	ocuments showing completing at ast one service of value not less an Rs.25 Lakhs per month related providing human resources in a ngle contract on behalf of business stablishment during last three nancial years. Attested copies of ork orders may also be attached.	
11. De is	eclaration stating that the agency / has not been black listed by entre / State Government / PSU	



Sr. No.	Particulars	Rates and Documents to be submitted
12.	Photocopy of Current Labour Licence and Photocopies of Income Tax returns for the last 3 financial years.	
13	Present net monthly minimum wages paid as per law (subject to revision as per Govt guidelines)	
14	Proposed net monthly minimum wages to be paid by the contractor after 25% increase in minimum wages, subject to approval of Competent Authority.	
15.	Employees State Insurance (ESI) as per amount proposed by SECI at sr. no. 14 must be quoted by the party in % age as per applicable Govt. rules.	
16	Service Tax liability as per amount proposed by SECI at sr. no. 14 must be quoted by the party in %age as per applicable Govt. rules.	
17.	PF as per amount proposed by the NM at sr. no. 14 must be quoted by the party in %age as per applicable Govt. rules.	
18.	Contractors Administrative /Services Charges must be quoted by the party more competitively / lowest.	
19	Any other charges as per applicable Govt. rules be mentioned by the party.	
20.	Any other liability (pl. indicate) as per applicable Govt. rules be mentioned by the party.	

# Signature and seal of the proprietor of the firm

### DATE -

PLACE -

