



No. 60/1/2018-Admn.I

Government of India / भारत सरकार

Ministry of New & Renewable Energy / नवीन एवं नवीकरणीय ऊर्जा मंत्रालय

CGO Complex, Block No.14, Lodhi Road, New Delhi - 110003

EPBAX No. 24360707; Fax No. 24361298

Dated the 23rd January, 2018

CIRCULAR

Sealed quotations in two-bid system are invited from reputed agencies / firms for outsourcing of manpower for posts of Junior Technical Trainees and Senior Technical Trainees on contract basis for a period of one year to work in the Ministry of New & Renewable Energy, CGO Complex, Lodi Road, New Delhi-110003. Interested agencies / firms may send their sealed quotations in two parts, one as 'Technical Bid' and another as 'Financial Bid' to US(Admn.), Ministry of New & Renewable Energy, CGO Complex, Lodi Road, New Delhi-110003 latest by 2.30 PM on 12th February, 2018. The 'Technical Bid' shall be opened on 12th February, 2018 at 3.00 PM in the presence of the agencies / firms who wish to be present. The 'Financial Bid' of only those bidders who qualify the criteria laid down in the 'Technical Bid' shall be opened at 3.00 PM on 16th February, 2018. The competent authority reserves the right to cancel any or all the quotations without assigning any reasons.

The details about requirements, terms & conditions and format of the tender notice (Both for the technical and financial bids) may be downloaded from Ministry's website www.mnre.gov.in.


(Arvind Pokhriyal)

Under Secretary to the Government of India

To,

All Ministries/Department of Government of India

(They are requested to give this circular wide publicity amongst the vendors, if any already registered with them.)

Copy to:

1. Dir.(NIC), MNRE for uploading the circular/tender notice on the website of MNRE.
2. I&PA Division, MNRE for publishing in National Newspapers. (2 English, 2 Hindi)
3. All the Service Providers as per list.



No. 60/1/2018-Admn.I

Government of India / भारत सरकार

Ministry of New & Renewable Energy / नवीन एवं नवीकरणीय ऊर्जा मंत्रालय

CGO Complex, Block No.14, Lodhi Road, New Delhi - 110003

EPBAX No. 24360707; Fax No. 24361298

Notice Inviting Tenders / Bids for Manpower Services

Ministry of New & Renewable Energy, Government of India, New Delhi invites Expression of Interest (EOI) from duly registered Manpower Service Providers / Organisations based in Delhi / Noida / Gurgaon for providing manpower services to the Ministry in the following categories:

- i. Senior Technical Trainees
- ii. Junior Technical Trainees

The actual requirement of manpower may vary from time to time.

2. Standards / Benchmarks for the services sought are as under:

- i. Senior Technical Trainees

Qualifications:

- a. Ph.D. in Science with research of good quality or Master's Degree in Engineering or Technology.
- b. One year's of experience in Research and Development / Industrial / Academic Institutions and / or Science and Technology Organizations. The degree shall be in the discipline / subject relevant to the actual job requirements. Experience as Trainee/ Intern/ Researcher will also qualify.

Consolidated Remuneration: Rs. 35,000/- per month

- ii. Junior Technical Trainees

Qualifications:

- a. M.Sc./BE/B.Tech. or equivalent degree with at least 60 per cent marks from a recognized University.
- b. One year specialized experience in Research & Development / Industrial / Academic Institutions and / or Science and Technology Organizations with good knowledge of Computers. Experience as Trainee / Intern / Researcher will also qualify.

Consolidated Remuneration: Rs. 25,000/- per month

Job will be awarded through Quality cum Cost Based Selection Approach.

3. Schedule:

i.	Last Date & Time for deposit of Tenders	12 th February, 2018, 2.30 PM
ii.	Date & Time for opening of Technical Bid	12 th February, 2018, 3.00 PM
iii.	Place of opening the Tenders	Conference Room, MNRE, Block No. 14, CGO Complex, New Delhi – 110003.
iv.	Date & Time for opening of Financial Bids for Technically qualified bidders	16 th February, 2018, 3.00 PM
v.	Validity of Tenders	One Year (extendable to another year)

4. Requirements for Technical Bids:

A. The manpower will have to be supplied by the agency within 15 days from the date of award of Contract, as per the detailed Terms and Conditions which are given at Annexure – I.

B. Only those agencies that fulfil the following minimum criteria need to submit their bids:

- i. The Service Provider / Agency / Firm should be registered with the Government authorities concerned and a copy each of the registrations shall be attached with the bid.
- ii. Annual Turnover of the Service Provider / Agency should not be less than Rs. 10.00 Crores. (This has to be supported with Balance Sheet and IT Return for last 2 years.)
- iii. **The firm will furnish the copies of Registration of EPF/ESI, PAN/TAN Number, Certificate of service tax registration, GST, Labour License etc.**
- iv. The Service Provider / Agency must have proper mechanism for intake, verification of candidates' character and antecedents, Management and Placement of the skilled manpower. The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to this Ministry. The service provider will also ensure that the personnel deployed are medically fit. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from this Ministry.
- v. **Work experiences of the Service Provider / Agency of providing skilled manpower, of similar nature i.e. Scientific or Technical manpower/ Junior or Senior Technical Trainees/ Diploma Engineers/ JES/ Graduate Engineers/ Scientist etc in at least 03 other Ministries / Departments of Government of India during last three years.** Copies of job orders and particulars of contact officer in the concerned Ministries / Departments / PSU may please be furnished (for the purpose of verification). Certificates/Job orders relating to Security Guards, Data Entry Operators etc. will not be entertained.
- vi. The manpower supplying agencies should have been in existence for not less than three years.
- vii. It should not have been blacklisted by any organization.
- viii. It should be willing to take up the Contract on the terms & conditions as at Annexure–I.
- ix. **Under no circumstance shall the agency take any money for any reason from the candidate on any pretext.**

5. The Service Provider / Agency selected for awarding the job will be required to deposit a security amount of Rs. 50,000/- in the form of a Demand Draft in favour of D.D.O., Ministry of New & Renewable Energy, with the Ministry as a security which can be forfeited in the event of termination of the job contract on account of violation of any of the above mentioned terms and conditions.

6. **The tender shall be submitted in two sealed covers.**

- A. The first sealed cover should be superscribed "Technical Bid" and should contain:
- The proforma at Annexure – II. (Duly filled in)
 - Agency profile including previous experience of manpower supply to Government Departments etc. for supplying Scientific or Technical manpower/ Junior or Senior Technical Trainees/ Diploma Engineers/ JES/ Graduate Engineers/ Scientist etc.
 - Acceptance of terms and conditions at Annexure – I.
 - All other required documents as given under Para 4(B).
- B. The second sealed envelope superscribed "Price Bid" should contain only service charges offered by the firm in terms of percentage of total remuneration. **(Annexure-III)**
- C. The 'Technical Bid' and 'Financial Bid' are to be kept separately in two envelopes and thereafter both envelopes should be placed in one bigger envelope duly sealed, shall be submitted to the undersigned between 10.00AM to 2.30 PM on all working days by 12th February, 2018. **The subject and address of the agency / organization must be clearly mentioned on each of the two sealed envelopes.** Technical bids will be opened by the Committee at 3.00 PM on 12th February, 2018.

7. Financial bids will be opened at 3.00 PM on 16th February, 2018 in the Ministry by the Committee constituted for this exercise. Shortlisted bidders or their authorized representative can be present at the time of opening of Technical Bid and Financial bids.

8. **In case same service charge in terms of percentage are quoted by more than one firm then the work will be awarded on the basis of amount of turnover per year and their experience for providing such manpower to other Government Departments/ Organisations.**

8. For any queries or more information, the undersigned may be contacted between 11 AM and 2.30 PM on all working days up to 12th February, 2018.

9. The Ministry reserves the right to amend/withdraw any of the terms and conditions in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Competent Authority, MNRE in this regard shall be final and binding on all.



(Arvind Pokhriyal)
Under Secretary (Admn.I)

TERMS AND CONDITIONS

A. General

- i. The contract is likely to commence from 15 days of finalization of Tender for a period of one year, unless it is curtailed or terminated by this Ministry owing to deficiency of service, sub-standard quality of Attendants deployed, breach of contract, reduction or cessation of the requirements of work.
- ii. **In case same service charge in terms of percentage are quoted by more than one firm then the work will be awarded on the basis of amount of turnover per year and their experience for providing such manpower to other Government Departments/ Organisations.**
- iii. The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of contracting Agency and this Ministry.
- iv. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification for a further period not exceeding one year.
- v. The tenderer will be bound by the details furnished by it to this Ministry, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
- vi. Financial bids of only those tenderers who are declared qualified technically shall be evaluated.
- vii. The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to this Ministry. The service provider will also ensure that the personnel deployed are medically fit. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from this Ministry.
- viii. The contracting company/firm/agency shall furnish following documents in respect of the persons who will be deployed by it in this Ministry before the commencement of work:
 - a. List of persons shortlisted containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.
 - b. Bio-data of the person with photograph affixed.
 - c. Character certificate from a Gazetted Officer of the Central/State Government.
 - d. Certificate of verification of antecedents of persons by local police authority.
- ix. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
- x. The Agency shall depute a coordinator, who would be responsible for immediate interaction with the Ministry authorities so that optimum services of the persons deployed by the agency could be availed without any disruption.
- xi. **The agency/firm should have a branch office or headquarters at Delhi/ Gurgaon/ Noida/ Ghaziabad/ Faridabad.**
- xii. The service provider shall engage necessary persons as required by this Ministry from time to time. The said persons engaged by the service provider shall be the employee of

the service provider and it shall be the duty of the service provider to pay their salary/wages in time i.e. before 6th day of every month. There is no master & servant relationship between the employees of the service provider and this Ministry and further the engaged person of the service provider shall not claim any absorption.

- xiii. The service provider's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements, administrative / organizational matters as all are confidential/ secret in nature.
- xiv. The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this Ministry. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.
- xv. The service provider will have to remove from the office, any debarred persons, who is found incompetent or for his/her/their misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable, to the Ministry because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- xvi. The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- xvii. Working hours would be normally from 9.00 AM to 5.30 PM during working days including 30 minutes 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.
- xviii. The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of this Ministry.
- xix. The service provider shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.\
- xx. The service provider shall be contactable at all times and message by phone/mail/Fax/Special Messenger from this Ministry to him/her shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Ministry implementing the Contract from time to time.
- xxi. This Ministry shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- xxii. That the agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc. If this Ministry suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by this to this Ministry for the same. The agency shall keep this Ministry fully indemnified against any such loss or damage.
- xxiii. **The wages/ remuneration in respect of the personnel deployed by the agency will be decided on the basis of the attendance marked in the biometric machine by the personnel at the approved rates.**
- xxiv. The candidates shall be eligible for 12 Days' leave for entire period of contract on pro-rata basis.



- xxv. The successful bidder will enter into an agreement with this Ministry for supply of suitable manpower as per the requirement on these terms and conditions. The agreement will be valid for a period of one year commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the period of one year. Any statutory increase in wages/DA etc. is to be absorbed by the Ministry. The contract/agreement is extendable for further period subject to satisfactory performance of the agency and such amendments as mutually agreed to.
- xxvi. 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 of account of 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.

B. Financial:

- i. The successful bidder shall furnish a Security Deposit equivalent to Rs.50,000/- (Rupees Fifty Thousand only) in the form of an account payee demand draft drawn in favour of the "Pay & Accounts Officer, Ministry of New & Renewable Energy, Block No. 14, CGO Complex, Lodi Road, New Delhi". The security deposit will be forfeited in case if supply of manpower is delayed beyond the period stipulated by the Ministry or noncompliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on part of manpower supplied by the agency.
- ii. The agency shall raise the bill, in triplicate, along with attendance sheet to the concerned division of the Ministry under whom the outsourced personnel has been deployed, by 8th of every month. The division concerned will send the bills duly verified to the concerned authority for passing and payment by 15th of every month through RTGS.
- iii. The bill shall accompany copies of PF/ESI challans(if any), attendance sheet, GST challan etc. falling which a portion of the bill amount shall be held up till the proof is furnished, at the discretion of this Ministry. The payment will be released by 15th of every month through RTGS after deduction of taxes deductible at source under the law in force.
- iv. Payments to the service provider would be strictly on certification by the officer with whom personnel is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
- v. It shall be the duty of the Contractor to ensure the disbursement of wages in the presence of the authorised representative of the Ministry of New & Renewable Energy.
- vi. No wage/remuneration will be paid to any staff for the days of absence from duty.
- vii. The Ministry reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
- viii. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Ministry to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- ix. The service provider shall maintain all statutory registers under the applicable laws. The agency shall produce the same, on demands to the concerned authority of this Ministry or any other authority under law.
- x. The agency shall be responsible for payment of wages to each worker employed by him as Contract Labourer and such wages shall be paid on or before 7th of every month.
- xi. All statutory requirements such as Provident Fund, Employees State Insurance etc. (if any) must be incorporated in salary as per extant rule of Government of India.
- xii. That the personnel deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this Ministry.

- xiii. The service provider shall not assign, transfer, pledge or subcontract the performance or services without the prior written consent of the Ministry.
- xiv. In case the tendering Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the Ministry is put to any loss/obligation, monetary or otherwise, the Ministry will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency to the extent of the loss or obligation in monetary terms.
- xv. The service provider's personnel shall not claim any benefit/compensation/regularization or services from this Ministry under the provision of Industrial Dispute Act, 1947 or Contract Labour(Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Ministry.
- xvi. In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the Agency will be liable to be forfeited by this Ministry besides annulment of the contract.
- xvii. For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of Attendants so employed and deployed in this Ministry. **The persons deployed by the Agency in this Ministry shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against MNRE, New Delhi.**
- xviii. The agreement can be terminated by either party giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages etc. and any suitable amount due to the agency from this Ministry shall be forfeited by this Ministry.
- xix. All legal disputes or differences whatsoever arising between the parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in terms of "The Arbitration and Conciliation Act, 1996" with all statutory modifications and award made in pursuance thereof shall be binding on the parties.
- xx. The Courts at New Delhi will have exclusive jurisdiction for any issue/dispute arising out of or in connection with this contract.



ANNEXURE – II

S. No.	Particulars	To be filled in by the tenderer
1.	Name of the Agency	
2.	Date of establishment of the agency. (Attach a copy of Registration Certificate)	
3.	Detailed office address of the Agency with office telephone number, Fax number and Mobile number and the name of the contact person(s)	
4.	Whether registered with all concerned Government authorities (PF/ESI etc.) (Copies of all certificate of registration to be enclosed.)	
5.	PAN/ TAN Number (Copy to be enclosed)	
6.	GST Registration Number (Copy to be enclosed)	
7.	Labour Licence (Copy to be enclosed)	
8.	Whether the firm is blacklisted by any Govt. Department or any criminal case is registered against the firm or its owner / partner anywhere in India. Please attach an Affidavit stating that the agency is/has not been blacklisted by Centre/ State Government/ PSU etc.	
9.	Length of experience in the field	
10.	Experience in dealing with Government Departments. (Attach a list of authenticated copies from all departments/Ministries where manpower similar to Scientific or Technical manpower/ Junior or Senior Technical Trainees/ Diploma	

	Engineers/ JES/ Graduate Engineers/ Scientist etc. for last three years)	
11.	Whether a copy of the terms and conditions (Annexure-) duly signed in token of acceptance of the same is attached?	
12.	Whether agency profile is attached?	
13.	List of other clients in following order (Sl. No., Name of the organisation, contract period, value of the contract)	
14.	Declaration about Fraud and Corrupt practises (Duly signed & attested as given in the Tender Document)	

**Signature of the authorised signatory
of the Tenderer with seal of the Firm.**

PROFORMA FOR FINANCIAL BID

No.....

Dated.....

To

Under Secretary(Admn.)
Ministry of New & Renewable Energy,
Block No. 14, CGO Complex,
Lodi Road, New Delhi – 110003.

Subject: Quotations for award of contract for outsourcing Manpower Services.

Sir,

With reference to your letter No. 60/1/2018-Admn.I dated 15.01.2018 on the subject mentioned above, I/we quote the rate, for above mentioned work as under:

S. No.	Component of Rate	Senior Trainee	Technical	Junior Trainee	Technical
1.	Administrative/Service charges (in terms of percentage of total remuneration per month)				

**Signature of the authorized signatory
of the Tenderer with seal of the Firm.**

Note:

Statutory liabilities as per applicable rates.

DECLARATION

I, _____ son/
daughter/ wife of Shri _____, Proprietor/ Director/ Authorised
signatory of the Agency/ Firm, 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
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.

Signature of Authorised person

Full Name:

Seal: