

Project Management Unit
Ozone Cell, Ministry of Environment, Forest and Climate Change
Government of India
Core 4B, 2nd Floor, India Habitat Centre
Lodhi Road, New Delhi – 110003
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NOTICE INVITING TENDER (NIT) FOR MANPOWER SERVICES

Sealed Quotations on behalf of Project Management Unit, Ozone Cell, Ministry of Environment, Forest and Climate Change (MoEF&CC) are invited with separate technical proposal as per prescribed performa and financial bid for Providing Manpower—Professional (Technical officer and MIS Coordinator) Administration/ Services (Assistants and Data Entry Operator) and Un-skilled (Mutli-tasking staff) for a period of Three years. The performance of the contract shall be reviewed on a yearly basis, for satisfactory performance with reference to scope of work and performance of contract, for further continuation during the three year period. The earlier NIT issued on 20th March, 2019 has been cancelled. Tenderers who had applied in response to the NIT issued on 20th March, 2019, need to apply afresh, to the current NIT for participation in the bid. . The technical proposal will be used for purpose of screening of agencies as per eligibility criteria.

Details of the following are elaborated in this NIT:

1. Background
2. Scope of work
3. General Instructions
4. Eligibility Criteria
5. Details of Technical Proposal (for screening as per eligibility criteria only) (Annexure – 1)
6. Details of Financial Bid (Annexure – 2)
7. Contract template

The quotations should be submitted with separate technical proposal as per prescribed performa and financial bid as per the requirements specified in this NIT.

On award of tender the agency shall enter into contract for supply manpower to the Ozone Cell as per conditions stipulated in the contract.

The last date for receipt of completed quotations is 22nd August, 2019 by 5 PM at the following address:

Joint Director
Ozone Cell
Ministry of Environment, Forest and Climate Change
Government of India
Core 4B, 2nd Floor, India Habitat Centre
Lodhi Road,
New Delhi – 110003

1. BACKGROUND

- 1.1 India is a Party to the Vienna Convention for the Protection of the Ozone Layer and the Montreal Protocol on Substances that Deplete the Ozone Layer. The Government of India has entrusted the work relating to ozone layer protection and implementation of the Montreal Protocol on Substances that Deplete the Ozone Layer to the Ministry of Environment, Forest and Climate Change (MoEF&CC). The MoEF&CC has set up an Ozone Cell as a National Ozone Unit to render necessary services for effective and timely implementation of the Protocol and its Ozone Depleting Substances (ODS) phase- out program in India.
- 1.2 The Project Management Unit (PMU) has been set up as a Registered Society under the Ozone Cell to implement the activities to implement ODS Phase-out projects and activities in the country for the implementation of the Vienna Convention for the Protection of the Ozone Layer and the Montreal Protocol on Substances that Deplete the Ozone Layer.
- 1.3 The PMU, Ozone Cell, MoEF&CC invites proposals from manpower agencies for providing manpower for the PMU in the Ozone Cell, MoEF&CC as per the details given in the section 2 (scope of work) and instructions and terms and conditions specified in this NIT

2. SCOPE OF WORK

- 2.1 Provide the services of Professional, Administration/ Services and Un-skilled manpower as per the following details:

| Category | Type of Personnel | Number |
|-----------------------------|----------------------------|--------|
| Professional | (a) Technical Officer | 2 |
| | (b) MIS Coordinator | 1 |
| Administration/ Services | (a) Data Entry Operator | 1 |
| | (b) Office Assistant | 5 |
| | (c) Accounts Assistant | 1 |
| | (d) Lower Division Clerk | 1 |
| Un-skilled | (a) Multi-Task Staff (MTS) | 3 |

- 2.2 The manpower requirements of PMU including their QRs and emoluments shall be finalized from time to time in accordance with the Memorandum of Association and Rules of the PMU, Ozone Cell, MoEF&CC. Accordingly, the agency must place additional manpower, based on request from the PMU, Ozone Cell, MoEF&CC. The persons so placed should have the required competencies for the position and with the prior concurrence of PMU, Ozone Cell, MoEF&CC.
- 2.3 The outgo towards the expenditure man-power in the previous calendar year 2018 in PMU, Ozone Cell, MoEF&CC was Rs. 68,15,640/-. This figure excludes applicable taxes and manpower agency fee.
- 2.4 The provident fund and ESI shall be as per applicable rules and regulations in force. The bidder/ Service Provider shall also pay other additional perks / benefits as approved by the PMU, Ozone Cell.

3. GENERAL INSTRUCTIONS

1. The tender document should have a separate technical proposal and financial bid. Part I should consist of all technical details including their previous experience, nature of work carried out, number of trained manpower provided for each work, etc., as detailed in **Annexure 1**. Part II should consist of commercial proposal as detailed in **Annexure 2** of this document. Part II should contain only the charges (price). Signed and sealed Part I and Part II should be kept in separate sealed cover.
2. The cover for Part I (Technical Proposal and terms & conditions) should be super-scribed as “Technical Proposal for providing Manpower” and the cover for Part II (Financial Bid) should be super-scribed as “Financial bid for providing Manpower”. The two covers should be kept in a single sealed cover super-scribed as “Quotation for providing Manpower”.
3. The bidder should be duly registered company / partnership firm / proprietorship to be authenticated by certified copies of documents, as applicable.
4. The bidder should be registered for EPF and ESI.
5. The Financial Bid of only those agencies will be opened which are considered technically qualified in Part I i.e., Technical proposal. The bidder should sign all the pages of this NIT as a token of having accepted the terms and conditions stipulated therein.
6. The tenure of the contract will be initially for a period of Three years which may be extended subject to satisfactory services and mutual agreement.
7. The quotations should be sent either by Regd. Post/Speed Post/Courier to the following address Joint Director, Ozone Cell, Ministry of Environment, Forest and Climate Change, Government of India, Core-4B, 2nd Floor, India Habitat Centre, Lodhi Road, New Delhi-110003 or delivered in person, to reach before the closing date and time. PMU, Ozone Cell, MoEF&CC will not be responsible for any postal delay. The late/delayed quotations whether sent by post or delivered in person are likely to be rejected.
8. For due performance obligations under the contract, during the validity, the successful bidder shall have to deposit 10% of the awarded value as performance guarantee, which will be free of interest, and valid for a period of 40 months from the date of commencement of the contract, immediately after the contract and commencement of work. The performance guarantee covering the period of contract is to be furnished in the form of Bank Guarantee/DD from any of the Nationalized or scheduled bank. The performance guarantee will be forfeited in case of breach of contract. After successful completion of the contract, the performance guarantee will be refunded after adjusting the dues, if any, from the Contractor. In case the contract is extended, the performance guarantee will have to be renewed by the Bidder.
9. The bidder should ensure that the amounts are written legibly in such a way to prevent any possible manipulation. No blank space should be left.

10. Canvassing in any form/manner is strictly prohibited and the bidder resorting to canvassing will be liable for rejection on that ground alone.
11. The bids submitted shall remain valid for 120 days from the date of opening, for acceptance and award of work. Validity beyond 120 days from the date of opening shall be by mutual consent.
12. Bidder shall quote rates in Indian Rupees (INR), both in figures and words failing which the bid is liable to be rejected. On checking if there are differences between the rates quoted by the bidder in words and in figures, the rate quoted by the bidder in words shall be taken as correct.
13. That the persons deployed by the contractor under the contract shall be the employees of the contractor for all intents and purposes and that the persons so deployed shall remain under the control and supervision of the contractor (who is answerable to the Competent Authority in the Ozone Cell, MoEF&CC) and in no case, shall an employer-employee relationship accrue/arise implicitly or explicitly between the said persons and the PMU, Ozone Cell, MoEF&CC. Subcontracting shall not be permitted.
14. Failure to fulfil any of the conditions given above shall render the bid/bidder liable for rejection.
15. PMU, Ozone Cell, MoEF&CC does not bind itself to accept the lowest or any bid and reserves the right of accepting the whole or any part of the bid or rejecting any or all the bids. The bidder shall be bound to perform as agreed upon in the contract at the quoted rates.
16. The requirement of Professional, Administration/ Services, Un-skilled categories of workers will be purely need based. Therefore, the number of Contractor's workers may be increased or decreased any time.
17. All the supporting documents should be properly indexed.
18. *PAYMENT CONDITIONS:*
 - a) The Contractor will submit the monthly pre-receipt bills along with a copy of challan towards EPF & ESIC payment in respect of his employees in triplicate after satisfactory completion of the work to the PMU, Ozone Cell, MoEF&CC.
 - b) All bills should be submitted on printed forms, duly signed and pre-receipted.
 - c) Payment will be made to the contractor on monthly basis on submission of bills in triplicate along with the certificate to the effect that all labour laws including EPF, ESIC payments, etc. are being followed, along with proof along with the bill for payment. The Contractor will have to submit the bill with a list of employees duly certified by him/her.
 - d) Income Tax and other statutory levies as applicable from time to time will be deducted from the bills of the Contractor.
 - e) In case of any delay in processing of the bills, the contractor would be required to ensure the payment of its workers by 7th of every month and there should be no linkage between this payment and settlement of the contractor's bill

- f) The contractor shall make the full payment to the persons so deployed and shall on demand furnish copies of wages register/muster roll etc. to the PMU, OZONE CELL, MOEF&CC for having paid all the dues to the persons deployed by him for the work under the contract.

19. **COMMENCEMENT OF WORK:** The Contractor is required to start the work with effect from first day of the month in which the contract is accepted. In case it is found that the work has not been taken up from the above date, the PMU, OZONE CELL, MOEF&CC, at its sole discretion may cancel the work order/award and the EMD Performance guarantee shall be forfeited without any further reference to the Contractor.

20. The entire tender document should be duly signed & sealed by the bidder.

21. Bidder should note that different firms/agencies having common partners/directors are not permitted to quote for more than one tender offer from any of such firms.

4. ELIGIBILITY CRITERIA

- a) The Registered Office or one of the Branch Office's should be located either in Delhi/New Delhi or NCR of Delhi;
- b) Registration with the appropriate registration authority;
- c) Own Bank Account;
- d) Registered with Income Tax and GST departments;
- e) Registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- f) Should have a minimum financial turnover of Rs. 50,00,000/ (Rupees Fifty Lakh Only) per annum during last three preceding financial years.
- g) A bidder blacklisted by MoEF&CC or any Govt. Agency against whom a penal action had been taken up by MoEF&CC or any Govt. agency for failure on the part of the Service Provider in providing satisfactory services cannot participate in the bid.
- h) Experience of providing Manpower Services in Government departments (State /Central /Autonomous bodies under Ministries) and other Public corporations and should have successfully executed/completed similar works during the last 3 financial years, which should be either of the following:
 - i. Three similar completed works costing not less than the amount equal to 60% of the estimated cost OR
 - ii. Two similar completed works costing not less than the amount equal to 75% of the estimated cost OR
 - iii. One similar completed work costing not less than the amount equal to 100% of the estimated cost.

Similar work means execution of providing Manpower Services and must produce work done certificate from the clients. The work done certificate should mention the details of work executed, the date of commencement and date of completion of the work.

PART I

Annexure - 1

Technical Details should be provided in the prescribed format which should inter alia contain the specified documents.

FORMAT FOR TECHNICAL PROPOSAL

| Sl.No. | Particulars | Fill in the details |
|--------|--|------------------------------------|
| 1. | Name of Firm/Bidder (in block letters). | |
| 2. | Permanent Address & Telephone /mobile No. | |
| 3. | Year of Incorporation of the Firm /Bidder | |
| 4. | Full Postal Address with Telephone/Fax No./ E-mail: | |
| 5. | Registration with the appropriate registration authority | |
| 6. | Details of experience of providing Services as indicated in 4(h) above for the last three years (separate sheet may be attached). Names of the major clients with their addresses, telephone numbers (enclose certificates by such clients). | (Attach as enclosure & refer here) |

| | | |
|-----|---|---|
| 7. | Bank Account details Account No. Account Name, Bank Name, Address, IFSC Code, MICR No. | |
| 8 | Sworn Affidavit that the Agency has not been blacklisted by MoEF&CC or any Govt. Agency against whom a penal action had been taken up by MoEF&CC or any Govt. agency for failure on the part of the Service Provider in providing satisfactory services | |
| 9. | Details of infrastructure, persons employed, number of offices/branches available (attach separate sheet) | (Attach as enclosure & refer here) |
| 10. | Copy of Annual Return along with Challan form in r/o ESIC & EPF payment for the employees of the firm/bidder. (attach registration certificate with ESI & EPFO) | (Attach as enclosure & refer here) |
| 11. | Proof of annual financial turnover from the Firm/Bidder as per the audited balance sheets | (Attach as enclosure & refer here) |
| 12. | An affidavit duly certified by a Notary that the partners of the Firm/Bidder sole Proprietor or Company has never been black listed/not involved in any Police case or indicted by any Hon'ble Court. | (Attach as enclosure & refer here) |
| 13. | Latest Income Tax Returns (with PAN No.) GST Regn. No. & (last three financial years for ITR, for GST, as applicable) (enclose photo copies). | (Attach as enclosure & refer here) a) Income Tax Paid (ITR Return) _____ b) GST Paid (GST Return) _____ c) PAN No. _____ |

| | | |
|-----|---|------------------------------------|
| 14. | Details of establishment Registration with date obtained from the concerned authorities (enclose photo copies). | (Attach as enclosure & refer here) |
| 15. | Details of E.S.I.C. Registration with Date (enclose photo copies). | |
| 16. | Details of E.P.F. Registration with Date (enclose photo copies). | |
| 17. | Audited balance sheet and Profit/Loss A/c for the last 3 years (enclose photo copies). | (Attach as enclosure & refer here) |
| 18 | Copy of Labour License issued by appropriate authority. | Attach copy and refer here. |

Signature of Bidder

Name of the Competent Authority

Seal & Address

Date:

PART II

Annexure -2

(FORMAT FOR FINANCIAL BID)

| Period | Service Charges in % age of total annual emoluments as stated in 2.3 above (to be quoted in both figures and words) |
|---|--|
| Upto 3 years from the award of contract | |
| For each additional year beyond the period of 3 years (if required) | |

Signature of Bidder

Name of the Competent Authority

Seal & Address

Date:

FORMAT OF CONTRACT

(Present contract to be inserted)

CONTRACT

This contract is made on _____ between _____ hereinafter called the “Agency”

AND

Project Management Unit, Ozone Cell, Ministry of Environment, Forest and Climate Change having its office at Core IV B, 2nd Floor, India Habitat Centre, Lodi Road, New Delhi -110003 hereinafter called the “Society”.

Whereas, the “Society” has engaged the “Agency” to supply manpower to the “Society” for carrying out of activities on the terms and conditions hereinafter contained. The parties hereto respectively agree to the terms and conditions as recorded below.

NOW THEREFORE, it is hereby agreed and declared by and between “Agency” and “Society” hereto as follows:-

1. The Agency shall be responsible for providing technical and administrative manpower for carrying out various activities of the “Society” on all working days as per the requirement of the ‘Society’ from time to time. The details of manpower along with remuneration are given at Annexure “A”.
2. The Agency shall be responsible for arranging a substitute/replacement if any of the person so provided by it is withdrawn or the concerned person resigns/ quit or either sides terminate his/her contract with the Agency.

3. In case the services of any staff assigned by the Agency are found unsatisfactory, the Agency shall provide suitable replacement at the Society's request within a maximum period of one week of such a request.
4. The manpower supplied by the Agency has to follow and observe the rules and regulations and adhere to discipline of the "Society".
5. No person(s) assigned by the Agency shall have any claim for regular absorption or employment whatsoever in the service of the "Society".
6. The Agency shall be paid a total consolidated remuneration worked out from time to time for different categories of person for the services rendered by them, which shall include benefits as decided by the "Society" from time to time etc.
7. The Agency shall be paid _____ on the total remuneration paid towards services charges plus applicable taxes, based on production of necessary documentary evidence.
8. The Agency shall ensure credit of remuneration to their persons whose services have been provided to the "Society" by the last working day of every month in their respective Bank Accounts. In the event of failing to do so a penalty for the total amount as decided by the "Society" shall be charged against the agency.
9. The Agency shall provide the documentary evidence of Income Tax, Service tax deposited with the appropriate authority every month, failing which such payment shall be stopped and legal action may be taken to recover the same.
10. The candidates so sponsored to the Society should be medically fit for employment.
11. The "Agency" shall do the verification of character and antecedents of the candidates sponsored for employment to the "Society". In order to facilitate, one representative from _____ shall participate in the interview committee.
12. This contract remain valid for a period of 3 years with effect from _____ from the date of signing and shall include any amendments agreed mutually or for terminations as applicable.
13. Accumulation of earned leave and casual leave to staffs supplied by _____ shall be strictly as per procedures prescribed.

14. The contract may be followed by specific contract covering the details of various transactions as mutually agreed subsequently to this contract.
15. The provident fund and ESI shall be as per applicable rules and regulations in force. The Agency shall also pay other additional perks / benefits as approved by the PMU, Ozone Cell.
16. The Agency shall maintain separate bank accounts for the society at the State Bank of Hyderabad, Core 6A, India Habitat Centre, Lodhi Road, New Delhi 110003. This account would be used exclusively for the payments of the Society Staff.
17. That the applicable laws of India shall govern the validity, performances, enforcement of this contract.
18. That in acceptance of this contract parties to the have gone through all annexure carefully and signed it. All the annexure, references and documents indicated in this contract from part of the contract for all the purposes and can not be detached.
19. That contract is signed in duplicate on the non-judicial paper of requisite value. One copy of the same is remained by each party to the contract.
20. IN WITNESS WHEREOF the parties to this contract have signed/put it under hands and seal on this deed on the _____ and year first mentioned above.

Signature Authorized Representative of Agency

Signature of Authorized Rep of Society

(Dr. Amit Love)
Joint Director

Witness:

- 1.
- 2.