

**ELECTION COMMISSION OF INDIA**  
**SERVICES & MAINTENANCE SECTION**

No.187/16(3)/DW/2016(S&M)/LET/ECI/FUNC/ADMN/2016

Dated : 19.08.2016.

**TENDER DOCUMENT**

**For providing skilled/semi-skilled/unskilled labour to the Election Commission of India by a Manpower Service Provider**

- |   |   |
|---|---|
| (a) Period of issue of Tender Document :                              | <b>10 days from the date of the publication</b> |
| (b) Date and time for submission of Tender Document:                  | <b>09.09.2016 upto 3.00 pm.</b>                 |
| (c) Date and time for opening of Technical Bids :                     | <b>09.09.2016 [4.00 P.M.]</b>                   |
| (d) Opening of Financial Bids of eligible Bidders :                   | <b>.09.2016 [2.30 PM]</b>                       |
| ( e ) Likely date for commencement of deployment of required manpower | <b>01.10.2016</b>                               |

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Election Commission of India, located at Nirvachan Sadan, Ashoka Road, New Delhi, requires the services of reputed, well established and financially sound Manpower Service Providers to provide skilled(Cook)/Semi-skilled(Tea Maker) and unskilled labourers.

2. The contract for providing the aforesaid manpower is for three years from the date of commencement and likely to commence from **01.10.2016** and initially would continue till **30.09.2017** which can be extended on yearly basis subject to the satisfactory performance, escalation upto 30% of the normal requirement, dress discipline, qualification & training etc. The contract may be curtailed / terminated before **30.09.2017** owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Commission's requirements. The Commission, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.

3. The Commission has initial requirement of 40-62 unskilled labour including skilled Cook and semi-skilled Tea Maker. The requirement may be decreased/increased by 30% of the normal requirement as per need in any/ or all the categories.

4. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 50,000/- and other requisite documents by **09.09.2016 upto 3.00 PM** at the Nirvachan Sadan, Ashoka Road, New Delhi-1.

5. The various crucial dates relating to "**Tender for Providing Manpower Services to the Election Commission of India**" are cited as under :

(a) Period of issue of Tender Document : 10 days from the date of publication

(b) Date and time for submission of Tender Document : 09.09.2016 upto 3.00 p.m.

(c) Date and time for opening of Technical Bid : 09.09.2016 [4.00 P.M.]

(d) Opening of Financial Bids of eligible Tenderers and selection : .09.2016 [2.30 PM]

( e ) Likely date for commencement of deployment of required manpower : 01.10.2016

6. The tender has been invited under **two bid system i.e. Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes superscribing "**Technical Bid for Providing Manpower Services to Election Commission of India**" and "**Financial Bid for Providing Manpower Services to Election Commission of India**". Both sealed envelopes should be kept in a third sealed envelope superscribing "**Tender for Providing Manpower Services to Election Commission of India**".

7. The Earnest Money Deposit (EMD) of **Rs. 50,000/-(Rupees Fifty thousand only)**, refundable (without interest), should be necessarily accompanied with the Technical Bid of the service provider in the form of Demand Draft / Pay Order drawn in favour of Under Secretary, Election Commission of India, New Delhi, **failing which the tender shall be rejected summarily**.

8. The successful tenderer will have to deposit a Performance Security Deposit of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand only) in the form of Bank Guarantee from any Nationalized Bank drawn in favour of **Under Secretary, Election Commission of India, New Delhi** covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer.

9. The tendering Manpower Service providers are required to enclose photocopies of the following documents ( duly attested by a Group "A" Gazetted Officer of the Government of India or Class – I Officer of the State Government), along with the Technical Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered any further** :

- (a) Registration certificate of the applicant organization;
- (b) Copy of PAN / GIR card;
- (c) Copy of the IT return filed for the last three financial years;
- (d) Copies of EPF and ESI certificates;
- (e) Copy of the Service Tax registration certificate;
- (f) Certified extracts of the Bank Account containing transactions during last three years.

**10. The conditional bids shall not be considered and will be out rightly rejected in very first instance.**

11. 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 overwriting 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 initialed by the person authorized to sign the tender bids.

12. The Technical bids shall be opened by the committee constituted for the purpose on the scheduled date and time i.e. **09.09.2016 at 4.00 PM**, in Room No.209-E, Nirvachan Sadan, Ashoka Road, New Delhi, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.

13. The Financial Bid of only those tenderers will be opened whose Technical bids are found in order. The date and time for opening of Financial Bids shall be intimated separately. The Financial Bids shall be opened by the Committee constituted for the purpose by the Commission in the presence of those qualified tenderers or their representative(s) who wish to be present on the spot at that time.

14. The Competent Authority of the Commission reserves the right to annul all bids without assigning any reason.

15. In case of any dispute, the decision of the Election Commission of India will be final and binding.

#### **TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER**

1. The tendering manpower service provider should fulfill the following technical specifications:

- (a) The Registered Office or one of the Branch Offices should be located either in Delhi / New Delhi ;
- (b) They should be registered with the appropriate registration authority;
- (c) They should have at least three years' experience in providing manpower to Government Departments, Private Companies, Public Sector Companies/ Banks, etc;
- (d) They should have their own Bank Account;
- (e) They should be registered with Income Tax and Service Tax departments;
- (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE ELECTION COMMISSION OF INDIA**

**For Skilled/Semi-skilled/Unskilled labour**

1. She/he should be above 18 years of age;
2. His / her antecedents should have been got verified by the agency from the local police authorities.

**APPLICATION - TECHNICAL BID**

**1. For providing Manpower Services to Election Commission of India.**

2. Name of Tendering Manpower : \_\_\_\_\_  
Service Provider

3. Details of Earnest Money Deposit : DD No. \_\_\_\_\_ date \_\_\_\_\_  
of Rs.50,000/- drawn on Bank \_\_\_\_\_

4. Name of proprietor / Director : \_\_\_\_\_

5. Full Address of Registered : \_\_\_\_\_  
Office \_\_\_\_\_

Telephone No. : \_\_\_\_\_

FAX No. : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

6. Full address of Operating / Branch Office : \_\_\_\_\_

Telephone No. : \_\_\_\_\_

FAX No. : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

7. Banker of the Manpower Service Provider : \_\_\_\_\_  
(Attach certified copy of statement of A/c for the last Three years)

Telephone Number : \_\_\_\_\_  
Of Banker

8. PAN / GIR No. : \_\_\_\_\_  
(Attach attested copy)

9. Service Tax Registration No. : \_\_\_\_\_  
(Attach attested copy)

10. E.P.F. Registration No. :

(Attach attested copy)

\_\_\_\_\_

11. E.S.I. Registration No. :

(Attach attested copy)

\_\_\_\_\_

12. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial Years:

(Attach separate sheet if space provided is insufficient)

| Financial Year | Amount (Rs. Lacs) | Remarks, if any |
|----------------|-------------------|-----------------|
| 2013-14        |                   |                 |
| 2014-15        |                   |                 |
| 2015-16        |                   |                 |

13. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format

(if the space provided is insufficient, a separate sheet may be attached) :

| Sr. No. | Name of client, address, telephone & Fax no. | Manpower services provided |     | Amount of contract (Rs. Lacs) | Duration of contract |    |
|---------|--|----------------------------|-----|-------------------------------|----------------------|----|
|         |  | Type of manpower provided  | No. |                               | From                 | To |
|         |  |                            |     |                               |                      |    |
|         |  |                            |     |                               |                      |    |

14. Additional information, if any

(Attach separate sheet, if required)

Signature of authorized person

Date: Name:

Place: Seal :

### **DECLARATION**

1. I, \_\_\_\_\_ Son / Daughter / Wife of Shri \_\_\_\_\_ Proprietor / Director/authorized signatory of the Service Provider, mentioned above, am 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.

Signature of authorized person Date:

Full Name:

Place : Seal :

## APPLICATION – FINANCIAL BID

### For providing Manpower Assistance to Election Commission of India.

1. Name of tendering Manpower Service Provider :
  
2. Rate per person per month (8 hours per day excluding ½ hour lunch) inclusive of all statutory liabilities, taxes, levies, cess etc\* :

| Sr. No. | Manpower Type    | Monthly Rate per person including all statutory deductions |
|---------|------------------|--|
| 1.      | Skilled          |  |
| 2.      | Semi-skilled     |  |
| 3.      | Unskilled labour |  |

#### Details/break up of Rates Quoted for Skilled/Semi-skilled/Unskilled Manpower (Labour)

| S.No. | Component of rate amount per month (in Rs.)    | Component of rate amount per month (in Rs.)<br><b>Skilled</b> | Component of rate amount per month (in Rs.)<br><b>Semi-skilled</b> | Component of rate amount per month (in Rs.)<br><b>Unskilled</b> | Charges per person per day |
|-------|--|---|--|---|----------------------------|
| 1     | Wages  |   |  |   |                            |
| 2     | EPF contribution @                             |   |  |   |                            |
| 3     | ESI contribution @                             |   |  |   |                            |
| 4     | Service Charge                                 |   |  |   |                            |
| 5     | Service tax                                    |   |  |   |                            |
| 6     | Other charges, if any (please specify details) |   |  |   |                            |
| 7     | Total charges per person per day               |   |  |   |                            |
| 8     | Total amount quoted                            |   |  |   |                            |

\*Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi.

Signature of authorized person  
Date: Full Name:  
Place: Seal :

#### **Notes:**

1. The rates quoted by the tendering agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.

## TERMS AND CONDITIONS

### General

1. The Labour Contractor/Firms should possess labour license issued by the Govt. of National Capital Territory of Delhi and shall submit a copy of such license.
2. The Labour Contractors/Firms should possess Service Registration number issued by Govt. of National Capital Territory of Delhi and shall submit a copy of such Registration No
3. The contract for providing the aforesaid manpower is for one year initially which can be extended further for another 02 years on yearly basis subject to satisfactory performance and on the mutually agreed terms and conditions unless it is curtailed or terminated by the Commission owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements of the Commission.
4. The labourer should come with proper uniform provided by the contractor. Without uniform he/she will not be allowed entry in the building.
5. They should be properly trained to do the job, well disciplined, observe proper decorum in the office and well mannered.
6. The contracting Service provider shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of the Commission.
7. The Commission, at present, has requirement of 40-62 unskilled labour including skilled Cook and semi-skilled Tea Maker on urgent basis. The requirement of the Commission may further increase or decrease by 30% of the normal requirement as per need in any or in all categories.
8. The tenderer will be bound by the details furnished by him / her to this Commission while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false 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.
9. The Commission reserves right to terminate the contract at any time after giving a week's notice to the contracting agency.
10. The persons deployed shall be required to report for work at **07.30 hrs.** to Under Secretary (General Admn.) and would not leave office before **16.00 hrs.** The person deployed may also be required to work beyond **16.00 hrs.** In case, the person deployed is absent on a particular day or comes late / leaves early on three occasions, in a month, proportionate deduction for one day will be made.
11. In case such a person is asked to work beyond **16.00 hrs.**, he/she may be provided for overtime allowance at the discretion of the Commission at the rates which the Commission may consider suitable.
12. The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the Commission so that optimal services of the persons deployed by the agency could be availed without any disruption.
13. The entire financial liability in respect of manpower services deployed in this Commission shall be that of the service provider and this Commission will in no way be liable.

14. For all intents and purposes, the service provider shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this Commission. **The persons deployed by the service provider in this Commission shall not have any claims whatsoever like employer and employee relationship against Election Commission of India.**

15. The service provider shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed. This Commission shall, in no way, be responsible for settlement of such issues whatsoever.

16. This Commission shall not be responsible for any financial loss or any injury to any person deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.

17. The persons deployed by the service provider shall neither claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees of this Commission during the currency or after expiry of the contract.

18. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service provider shall not be entitled to and will have no claim for any absorption in the regular / otherwise capacity in this Commission.

## **LEGAL**

19. The personnel during course of their work shall be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for penal action under IPC, Cr.P.C. or any other relevant provision besides, action for breach of contract.

20. The service provider will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this Commission. The Commission shall have no liability in this regard.

21. The service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Election Commission to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.

22. The service provider shall maintain all statutory registers under the Law. The agency shall produce the same, on demand, to the concerned authority of this Commission or any other authority under Law.


23. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by this Commission.

24. In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the Commission is put to any loss / obligation, monetary or otherwise, the Commission will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms.



## FINANCIAL

25. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of **Rs.50,000/- (Rupees Fifty Thousand Only)** in the form of Demand Draft / Pay Order drawn in favour of Under Secretary, Election Commission of India, New Delhi **failing which the tender shall be rejected out rightly.**
26. The Earnest Money Deposit 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. However, the E.M.D. in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. **Further, if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
27. The successful tenderer will have to deposit a security amount of Rs. 1,25,000/- (Rupees One lakh Twenty Five Thousand only) in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee from any of the Nationalized Bank made in the name of the agency but hypothecated to the Under Secretary, Election Commission of India, New Delhi covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR/Bank Guarantee will have to be accordingly renewed by the successful tenderer.
28. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this Commission besides annulment of the contract.
29. The agency shall raise the bill, in triplicate, along with attendance sheet [duly verified by Section Officer (S&M Section) in respect of the persons deployed and submit the same to Under Secretary (General Admn.), Election Commission of India in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
30. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill / whole of the bill amount can be held up till such proof is furnished, at the discretion of this Commission.
31. The amount of penalty calculated @ Rs.100 / day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service provider in the following month.
32. The Election Commission of India reserves the right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
33. The financial bid without mentioning the Service Charge will not be considered. Hence, appropriate Service Charge may be indicated so that the wages shall be paid without any deduction of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (4 of 1936).

  
( RAJAN JAIN )  
UNDER SECRETARY

## **ORDER OF ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID**

1. Application – Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F. registration letter / certificate;
8. Attested copy of the E.S.I. registration letter / certificate;
9. Certified documents in support of the Financial turnover of the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. **Copy of the terms and conditions at pages 7-9 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**

## **ORDER FOR ARRANGEMENT OF DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower shortlisted by agency for deployment in Election Commission of India containing full details i.e. date of birth, marital status, address, educational etc.
2. Bio-data of all persons.
3. Certificate of verification of antecedents of all persons by local police authority.