

सागरमाला डेवलपमेंट कंपनी लिमिटेड

(भारत सरकार का उपक्रम)

*Sagarmala Development Company Ltd.*

*(A Government of India Enterprise)*

Website: [www.sdclindia.com](http://www.sdclindia.com)

CIN No: U74999DL2016GOI305194

GSTIN No. 07AAYCS0357B1Z8



No.:SDCL/NIT/20-21/09

## TENDER DOCUMENT

**For selection of Agency for providing manpower on the outsource basis**

Sl. No.	Particulars	Date & Time
1	Date of Issue of Tender Document	12-01-2021
2	Last Date and time for submission of Tender Document	27-01-2021 15:00 HRS IST
3	Date and time for opening of Technical Bids	27-01-2021 15:30 HRS IST
4	Date and time for opening of Financial Bids	To be communicated post evaluation of Technical Bids
5	Likely date for commencement of deployment of required manpower	01-02-2021
6	Tenure of Contract	2 Years (Extendable for 1 Year)

## TENDER NOTICE

### For selection of Agency for providing manpower on the outsource basis

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1. SDCL, a CPSE under Ministry of Ports, Shipping & Waterways established under the Companies Act, 2013 to promote port led development in the country under Sagarmala Programme, invites tenders under **Two Bid System** i.e. Technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Agency for providing **manpower as per SoQ, on outsource basis for a period of two year** from the date of contract. The contract may be extended by a maximum period of one year, on the same terms and conditions, at the discretion of the competent authority of SDCL.
2. The complete Tender Document with scope of work and terms & conditions can be downloaded from the website of SDCL i.e. [www.sdclindia.com](http://www.sdclindia.com), CPPP and <https://sdcl.euniwizarde.com>. The last date and time of submission of tenders will be **15:00 hrs IST on 27<sup>th</sup> January 2021**. The Technical bid (along with supporting documents) and Financial bid have to be submitted online.
3. The validity of Tenders will be 60 days from the date of opening of Tenders. The Bidder is not allowed to withdraw the bid within the period of validity.
4. The Bidder shall quote the commission/service charges in uniform percentage above the gross pay to be given to the resources/manpower to be supplied by them as in Financial Bid.
5. The opening of online technical bids will take place at SDCL's Office at 1<sup>st</sup> Floor, Thapar House, Gate No. 2, 124 Janapath, New Delhi – 110 001 on **27<sup>th</sup> January 2021** at 15:30 HRS IST in the presence of authorized representative of Bidders as may wish to be personally present, if any.
6. SDCL reserves the right to amend/cancel 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 SDCL in this regard shall be final and binding on all.
7. Instructions for online Bid Submission through Tender site <https://sdcl.euniwizarde.com> is provided as Annexure-II
8. The successful Bidder shall have to submit performance security within 7 days of receipt of Letter of Acceptance, amount of Rs. 1,49,200/- in the form of Bank Guarantee or Fixed Deposit in favour of SDCL, from any Nationalized/scheduled commercial bank. The tenure of such Guarantee/ Fixed Deposit should be valid upto two months after the completion of the contract. In case, the time for completion of work gets extended, the contractor shall get the validity of performance security extended to cover such extended time for completion of work plus 60 days.

Company Secretary

### Schedule of Quantity

**Name of Company:** Sagarmala Development Company Limited (SDCL)  
1<sup>st</sup> Floor, Gate No. 2, Thapar House, 124 Janpath, New Delhi-110001

**Name of Work:** Providing manpower on the outsource basis in the O/o SDCL.

#### Schedule of Work

S. No	Particular	Unit	Qty	Rate	Bonus	PF (Employer's Contribution) (13% of (A) [12% EPF + 1% Admin Charge])	ESIC (Employe r's Contribut ion)	Total Amount  =  (A+B+C+D) xQ
			(Q)	(A)	(B)	(C)	(D)	
1.	Multi-Tasking Staff (MTS) (Skilled): Should be minimum Class X pass. Providing services of office attendant for dusting/ cleaning of furniture & fixtures such as tables, chairs, almirahs, window glass panes/doors etc. & as well as carrying of office files & DAK & other miscellaneous jobs as per direction of Company Secretary in the Corporate Office of SDCL. (Minimum Salary of Rs. 20,202/- is to be paid including EPF and ESIC employee part only, if any)	Per Person per Month	72 Nos. (3 persons for 24 months)	20,202/-	583/-	1,950/-	676/-	16,85,592/-
2.	Data Entry Operator with accountancy knowledge: Graduate having minimum of 15 years' experience of working with Central/State Government offices/reputed Public/Private institutions and well conversant with MS Office, Accounts. The person should be fully experienced in Tally Software. (Minimum Salary of Rs. 33,857/- is to be paid including EPF and ESIC employee part only, if any)	Per Person per Month	24 Nos. (1 person for 24 months)	34,357/-	-	1,950/-	-	8,71,368/-

3.	<p>Secretarial Assistant: Graduate having minimum of 10 years' experience of working with Central/State Government offices/reputed Public/Private institutions and well conversant with computers and essentially well trained in MS Office. Additionally, they shall have experience of taking dictation @ 80W.P.M. and transcription of 800 words in 20 minutes (English). (Minimum Salary of Rs. 28,561/- is to be paid including EPF and ESIC employee part only, if any)</p>	Per Person per Month	24 Nos. (1 person for 24 months)	29,061/-	-	1,950/-	-	7,44,264/-
4	<p>Housekeeping Staff (Unskilled): Sweeper for corporate office who clean the office before arrival of officers of the company in morning and take care the sweeping and cleaning work during office hours. (Minimum Salary of Rs. 16,614/- is to be paid including EPF and ESIC employee part only, if any)</p>	Per Person per Month	24 Nos. (1 person for 24 months)	16,614/-	583/-	1,950/-	559/-	4,72,944/-
5	<p>Executive Assistant: Post Graduate having minimum of 3 years' experience of working with Central/State Government offices/reputed Public/Private institutions and well conversant with spoken and written English. Additionally, they should be well trained in MS Office. (Minimum Salary of Rs. 55,921/- is to be paid including EPF and ESIC employee part only, if any).</p>	Per Person per Month	24 Nos. (1 person for 24 months)	50,000/-	-	-	-	12,00,000/-

MBA degree will be desirable from a good institute.								
<b>Total</b>								<b>49,74,168/-</b>

### Terms of Conditions

1. The Agency should have office in Delhi and/or NCR.
2. The Persons to be engaged through the agency shall be for the **period of contract** and will not have any claim on SDCL/Govt. Service.
3. SDCL shall be at liberty to discontinue/terminate the work-order at any time without giving any notice, if the performance is not found satisfactory or otherwise also, without assigning any reason. The decision of Managing Director, SDCL, regarding above shall be final and binding on the agency.
4. SDCL may decide to increase or reduce the number of Outsourced Staff employed, solely on the discretion of the management of SDCL and can engage  $\pm 100\%$ , of the staff, of the quantity mentioned in SoQ, at different points of time during the tenure of the contract, at the same terms and conditions.
5. The Housekeeping & Multi-Tasking staff would be eligible for Over-Time if they are working more than 48 hours in any week, at least by 15 minutes, subject to signed approval from Competent Authority justifying the stay.
6. Overtime, whenever applicable will be paid basis on twice the normal hourly rate whereas the hourly rate is calculated as follows:  
Hourly rate= Monthly (Basic+DA)/(26x8)
7. Working Hours & weekly rest will be decided by SDCL.
8. All staff provided by the Agency should be free from any police case. The Agency shall ensure that the individual manpower deployed in SDCL is physically fit to discharge the duties as required.
9. The Agency shall undertake written/skill test and interview and verify the qualification/experience of the outsourced manpower. SDCL reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Agency shall have to terminate the service of such Manpower immediately and shall provide a temporary replacement immediately and a permanent replacement within 10 days' time. In case the temporary replacement is not required/provided for some days, no billing for the resources would be done for this period.
10. If the performance of the outsourced personnel is unsatisfactory, SDCL shall give a notice of 10 days to the Agency to take necessary action to improve the performance of outsourced personnel and if the performance does not improve even after 10 days of such communication, the Agency shall provide a temporary replacement immediately and a permanent replacement acceptable to SDCL within another 10 days' time. In case the replacement is not done in this time, a penalty of Rs.500/- per day per person for each day will be charged and there would be no billing for the resource during the such period.
11. The persons deployed by the agency should be well mannered and neatly dressed. Whenever required, the agency shall replace the persons at their risk and cost, based on the requirements of SDCL.
12. In respect of GST, same shall be paid by the agency to concerned department and it will be reimbursed by SDCL after satisfying that it has been actually & genuinely paid by the agency.
13. The rates are net and nothing extra will be paid except agency charges, any authorized Over-Time and/or any local conveyance reimbursement in lieu of any official travel undertaken by the outsourced staff.
14. Statutory recoveries shall be made from the agency's bill as prescribed by the Govt. of India.
15. The agency shall require to take labour license for employing labour. The labour employed by the agency shall have valid ESIC and EPF registration with competent authority and the agency shall pay necessary contribution towards ESIC and EPF during the tenure of work order (wherever required), in line with the statutory obligations.

These contributions on the part of the employer paid by the agency shall be reimbursed by SDCL to the agency on actual, subject to verification of satisfactory proof.

16. The agency shall pay to its employees as per minimum wages, as prescribed from time to time by the Government of India and the same shall be paid through ECS/by cheque. The agency shall submit the proof of payment to worker(s) along with each bill. Any increase/decrease in the wage rate, resulting from wage revision by Government of India, will be added/subtracted from the respective salary amounts mentioned in the SoQ.
17. The Agency would pay a monthly equivalent of the statutory annual bonus as prescribed by the Payment of Bonus Act, 1965, to the outsourced staff. This amount would be subjected to change in line with any amendments to the Act. This amount would be reimbursed by SDCL subject to submission of satisfactory proof.
18. On account of performing duties on holidays staff would be eligible to avail either Over-Time or Compensatory off (minimum 4.5hrs of duty on a day), subject to approval of the Competent authority. Such Compensatory Off must be utilized within 3 months from the date of such holiday.
19. The agency is required to submit a separate bill for any Over-Time payments and other reimbursements, as mentioned earlier, mentioning all relevant details of the expense.

**Non-compliance with any of the above conditions by the Agency will amount to non-eligibility for the service for which tender has been floated and its tender will be summarily rejected.**

**Consultant HR**  
Sagarmala Development Company Limited

## **TECHNICAL BID**

- i. The interested Agency may submit the tender document, complete in all respects, along requisite documents latest by 15:00 hrs IST on **27<sup>th</sup> January 2021**. Any incomplete bid will be rejected by SDCL.
- ii. Selected bidder will have to deposit a Performance Security Deposit of Rs. 1,49,200/- in the form of Bank Guarantee or Fixed Deposit in favour of SDCL from any scheduled bank for the tenure of the contract (two years). This security would be refunded after successful completion of contract.
- iii. The tenders have been invited under two-bid system i.e. Technical Bid and Financial Bid.
- iv. Conditional bids shall not be considered and will be rejected out rightly at the very first instance.
- v. **All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the Agency or digital signature.**
- vi. The Technical Bid shall be opened first on the scheduled date and time (At 15:30 hrs. IST on **27<sup>th</sup> January 2021**) at SDCL's Office at 1<sup>st</sup> Floor, Thapar House, Gate No.-2, 124 Janpath, New Delhi-110001, in the presence of the representatives of the Bidders, if any, who wish to be present at that time. The Technical Bids shall be evaluated by a Technical Evaluation Committee. The Technical Evaluation Committee may seek clarification (if required) on the submission made by the bidders in the Technical bid.
- vii. Financial bids of technically qualified, eligible bidders meeting all the requisite criteria only shall be opened on the specified date & time at SDCL's Office in the presence of short-listed bidders or their authorized representatives, if any.
- viii. The competent authority of SDCL, New Delhi reserves the right to annul any or all bids without assigning any reason.
- ix. The bidder shall submit the Technical bid online as per the format enclosed along with documents mentioned in Annexure I.

**Criteria for Selection of Agency:** The bidder is required to quote the Agency Charges (in %) as per of the Financial bid to be submitted online. The bidder quoting the lowest Agency Charges (in %) may be the successful bidder. It may be noted that the financial bid of only those bidders will be opened who meets the Technical specifications as mentioned in this document.

## FORMAT FOR TECHNICAL BID

Application for Providing manpower on the outsource basis in the O/o SDCL

1. Name of the Agency
2. Registration No. (if applicable)
3. Name of the proprietor /Partner(s)/ Director(s) of the Agency
4. Full address of office
5. Telephone Number
6. E-mail address
7. PAN Number
8. GST Number
9. EPF Registration Number
10. ESIC Registration Number
11. Details of Experience of Agency

S. No.	Name of Organization (where personnel were deployed)	Number of personnel deployed	Financial Year of deployment of such personnel	Year of signing of contract with organization

12. Confirm that the Agency is not loss-making agency in the last 3 financial years (Yes/ No)
13. The Agency is required to enclose copies of the following documents, failing which their bids shall be summarily/outrightly rejected and will not be considered any further:

Particular	Enclosed (Yes/ No)
PAN	
Registration Certificate	
GST Certificate	
E.P.F. Registration Certificate	
E.S.I.C Registration Certificate	
Last filed challan of EPF and ESIC	



<p>An undertaking stating that Agency has not defaulted from the payment of statutory dues like EPF/ESIC/ GST and Income Tax etc in last 5 years</p> <p>Format is attached in Annexure-III</p>	
<p>Agency should have experience of completion of at least one service where it has provided 10 persons in one organization during last 3 years in single contract. Organizations shall include Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs/Private Sector. Bidders are required to submit certificate of satisfactory performance from the organization to substantiate the claim.</p>	
<p>An undertaking stating that the Agency is/has not been black listed by Central Government Departments/State Government/Statutory bodies/ Autonomous bodies/PSUs /Private Sector in last three years to be reckoned from date of invitation of tender</p> <p>Format is attached in Annexure-IV</p>	

Date:

Signature of authorized person (s) of Agency  
with seal

DECLARATION FROM AUTHORIZED SIGNATORY

(to be provided on letter head of Agency)

1. I, \_\_\_\_\_ Son/Daughter/Wife of Shri \_\_\_\_\_ am the Proprietor/Director, authorized signatory of \_\_\_\_\_ <the Agency> \_\_\_\_\_, and 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.

Date:

Place:

Signature of Proprietor / Director/ Authorized  
Signatory

## INSTRUCTIONS FOR ONLINE BID/PROPOSAL SUBMISSION

through Tender site <https://sdcl.euniwizarde.com>:

The Applicants/bidders are required to submit soft copies of their bids/proposals electronically on the e-wizard Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the Applicants/bidders in registering on the e-Procurement Portal <https://sdcl.euniwizarde.com>, prepare their bids/proposals in accordance with the requirements and submitting their bids online on the e- Procurement Portal.

More information useful for submitting online bids on the e-Procurement Portal may be obtained at: <https://sdcl.euniwizarde.com>

**(a) Registration**

- (1) Bidders/Applicants are required to enroll on the e-Procurement Portal <https://sdcl.euniwizarde.com> by clicking on the link "Bidder Enrollment" on the e-wizard Portal by paying the Registration fee of Rs. 2360/- (per year charge).
- (2) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- (3) Bidders/Applicants are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidder/applicant.
- (4) Upon enrolment, the Bidders/Applicants will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g. Capricorn / Sify / TCS / nCode / eMudhra etc.), with their profile.
- (5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- (6) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- (7) The scanned copies of all original documents should be uploaded on portal.

**(b) Searching for Bidding Documents**

- (1) There are various search options built in the e-bid Portal, to facilitate bidders to search active bids by several parameters. These parameters could include Bid ID, Item/work ID, Title, Date, etc.
- (2) Once the bidders have selected the bids they are interested in, the bidder can pay the processing fee (for processing fee for e-procurement portal) by net-banking / Debit / Credit card and then download the required documents / bid schedules, Bid documents etc as mentioned on website. Once processing fee is paid, it will be moved to the respective "requested" Tab. This would enable the e-bid Portal to intimate the bidders through e-mail in case there is any addendum and corrigendum issued to the bidding document.

**(c) Preparation of Bids**

- (1) Bidder should take into account any addendum and corrigendum published on the bid document before submitting their bids only on e-procurement portal (<https://sdcl.euniwizarde.com>).
- (2) Bidders are advised to go through the bid advertisement and the bid document carefully to understand the documents required to be submitted as part of the bid. Any deviations from the bid instructions may lead to rejection of the bid.

- (3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the bid document / schedule and generally, they can be in PDF /JPEG formats. Bid Original documents may be scanned with 100 dpi with Colored option which helps in reducing size of the scanned document.
- (4) To reduce the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Documents” available to them to upload such documents.
- (5) These documents may be directly submitted from the “My Documents” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **(d) Submission of Bids**

- (1) Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- (2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the bidding document.
- (3) Bidder has to select the payment option as “Online mode or Bank Guarantee” as to pay the EMD/ Bid Security as applicable and enter details of the instrument as per the terms of Tender/RFP.
- (4) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the bid document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- (5) The server time (which is displayed on the bidder’s dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- (6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded bid documents become readable only after the bid opening by the authorized bid openers.
- (7) The uploaded bid documents become readable only after the bid opening by the authorized bid openers.
- (8) Upon the successful and timely submission of bid click “Complete” (i.e. after Clicking “Submit” in the portal), the portal will give a successful Bid submission acknowledgement & a bid summary will be displayed with the unique id and date & time of submission of the bid with all other relevant details.
- (9) The bid summary has to be printed and kept as an acknowledgement of bid submission.

#### **(e) Assistance to Bidders**

- (1) For any query you may contact the helpdesk at telephone number 011-49606060, or write to the email [helpdeskeuniwizarde@gmail.com](mailto:helpdeskeuniwizarde@gmail.com). Alternately, the following persons may be contacted on the listed mobile numbers - Mr. Anshuman Thakur/ Mr. Akshay/ Mr. Amrendra/ Mr.Birendra – 9355030616 /09355030623/ 9355030628/9205898228

UNDERTAKING FOR NON-DEFAULT OF STATUTORY DUES

(to be provided on letter head of Agency)

I/ We hereby declare that our Firm M/s\_\_\_\_\_, (Address) \_\_\_\_\_ has not defaulted on payment of any statutory dues like EPF/ESIC/GST and Income tax.

Date:

Place:

Signature of Proprietor / Director/ Authorized  
Signatory

UNDERTAKING FOR NOT BEING BLACKLISTED

(to be provided on letter head of Agency)

I \_\_\_\_\_ Proprietor/Director/Partner of the firm M/s. \_\_\_\_\_ do hereby solemnly affirm that the firm M/s. \_\_\_\_\_ has never been black listed/debarred by any organization/office in the last three years reckoned from the date of invitation of Tender.

Date.

Place:

Signature of Proprietor / Director/ Authorized  
Signatory

## Draft Agreement

## Agreement

This Agreement is made on the \_\_\_ day of \_\_ 2021 by Sagarmala Development Company Limited (SDCL), a company incorporated under the Companies Act 2013 and having its registered office at 1<sup>st</sup> Floor, Thapar House, Gate No. 2, 124 Janapth, New Delhi – 110 001 (hereinafter referred to as “SDCL” or “Sagarmala Development Company Limited” which expression shall, where the context admits, includes its successor and assigns) OF THE ONE PART AND

M/s (name and address) \_\_\_\_\_, hereinafter referred to as the “Agency”, which expression shall, where the context admits, include their legal heirs, executors, administrators, successors and assigns in business) OF THE OTHER PART.

**WHEREAS:**

1. The Agency carries on the business of providing Outsourced Staff placement services in various establishments and premises at Delhi and other cities.
2. The Agency has expressed its desire to provide this Outsourced Staff placement services to SDCL for its offices at New Delhi and SDCL has agreed to avail such placement services.
3. The Agency has represented that it has the necessary infrastructure, resources and expertise to undertake such placement services to the satisfaction of SDCL.

**DEFINITION:**

- a) **Client:** Client means SDCL.
- b) **Third Party Contractual Staff:** “Third Party Contractual Staff” means the person(s) deployed in SDCL for performing specific functions.
- c) **Assignment:** Assignment means specific functions assigned to Third Party Contractual engagement.
- d) **Additional days:** “Additional days” mean days on which Third Party Contractual engagement works other than working days.

**NOW THEREFORE THIS AGREEMENT WITNESSTH AS FOLLOWS:****1. Scope**

This Agreement is between the Parties for the Agency to provide manpower as given below:

1 (One) Secretarial Assistant,

1 (One) Executive Assistant,

1 (One) Data Entry Operator,

3 (Three) Multi-Tasking Staff (Skilled), and

1 (One) Housekeeping Staff (Unskilled)

for the Term of the Agreement.

Category	Essential Qualification	Minimum Monthly remuneration (INCLUDING Bonus but
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		<b>excluding EPF &amp; ESIC employer's contribution)</b>
Executive Assistant	Graduate having minimum of 5 years' experience of working with Central/State Government offices/reputed Public/Private institutions and well conversant with spoken and written English. Additionally, they should be well trained in MS Office.	50,000/-
Secretarial Assistant	Graduate having minimum of 10 years' experience of working with Central/State Government offices/reputed Public/Private institutions and well conversant with computers and essentially well trained in MS Office. Additionally, they shall have experience of taking dictation @ 80W.P.M. and transcription of 800 words in 50 minutes (English).	29,061/-
Data Entry Operator	Graduate having minimum of 15 years' experience of working with Central/State Government offices/reputed Public/Private institutions and well conversant with MS Office, Accounts & Tally Software.	34,357/-
Multi-Tasking Staff (MTS) (Skilled):	Class X Pass	20,785/-
Housekeeping Staff (Unskilled)	Class 8 Pass-	17,197/-

- The Agency should have office in Delhi and/or NCR.
- The Persons to be engaged through the agency shall be for the period of contract and will not have any claim on SDCL/Govt. Service.
- SDCL shall be at liberty to discontinue/terminate the work-order at any time without giving any notice, if the performance is not found satisfactory or otherwise also, without assigning any reason. The decision of Managing Director, SDCL, regarding above shall be final and binding on the agency.
- SDCL may decide to increase or reduce the number of Outsourced Staff employed, solely on the discretion of the management of SDCL and can engage  $\pm 100\%$ , of the staff, of the quantity mentioned in SoQ, at different points of time during the tenure of the contract, at the same terms and conditions.
- The Housekeeping & Multi-Tasking staff would be eligible for Over-Time if they are working more than 48 hours in any week, at least by 15 minutes, subject to signed approval from Competent Authority justifying the stay.
- Overtime, whenever applicable will be paid basis on twice the normal hourly rate whereas the hourly rate is calculated as follows:
  - Hourly rate= Monthly (Basic+DA)/(26x8)
  - Working Hours & weekly rest will be decided by SDCL.
- All staff provided by the Agency should be free from any police case. The Agency shall ensure that the individual manpower deployed in SDCL is physically fit to discharge the duties as required.
- The Agency shall undertake written/skill test and interview and verify the qualification/experience of the outsourced manpower. SDCL reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice that he/she has misrepresented the fact about his/her qualification/experience, the Agency shall have to terminate the service of such Manpower immediately and shall provide a temporary replacement immediately and a permanent replacement within 10 days' time. In case the temporary replacement is not required/provided for some days, no billing for the resources would be done for this period.



- If the performance of the outsourced personnel is unsatisfactory, SDCL shall give a notice of 10 days to the Agency to take necessary action to improve the performance of outsourced personnel and if the performance does not improve even after 10 days of such communication, the Agency shall provide a temporary replacement immediately and a permanent replacement acceptable to SDCL within another 10 days' time. In case the replacement is not done in this time, a penalty of Rs.500/- per day per person for each day will be charged and there would be no billing for the resource during the such period.
- The persons deployed by the agency should be well mannered and neatly dressed. Whenever required, the agency shall replace the persons at their risk and cost, based on the requirements of SDCL.
- In respect of GST, same shall be paid by the agency to concerned department and it will be reimbursed by SDCL after satisfying that it has been actually & genuinely paid by the agency.
- The rates are net and nothing extra will be paid except agency charges, any authorized Over-Time and/or any local conveyance reimbursement in lieu of any official travel undertaken by the outsourced staff.
- Statutory recoveries shall be made from the agency's bill as prescribed by the Govt. of India.
- The agency shall require to take labour license for employing labour. The labour employed by the agency shall have valid ESIC and EPF registration with competent authority and the agency shall pay necessary contribution towards ESIC and EPF during the tenure of work order (wherever required), in line with the statutory obligations.
- These contributions on the part of the employer paid by the agency shall be reimbursed by SDCL to the agency on actual, subject to verification of satisfactory proof.
- The agency shall pay to its employees as per minimum wages, as prescribed from time to time by the Government of India and the same shall be paid through ECS/by cheque. The agency shall submit the proof of payment to worker(s) along with each bill. Any increase/decrease in the wage rate, resulting from wage revision by Government of India, will be added/subtracted from the respective salary amounts mentioned in the SoQ.
- The Agency would pay a monthly equivalent of the statutory annual bonus as prescribed by the Payment of Bonus Act, 1965, to the outsourced staff. This amount would be subjected to change in line with any amendments to the Act. This amount would be reimbursed by SDCL subject to submission of satisfactory proof.
- On account of performing duties on holidays staff would be eligible to avail either Over-Time or Compensatory off (minimum 4.5hrs of duty on a day), subject to approval of the Competent authority. Such Compensatory Off must be utilized within 3 months from the date of such holiday.
- The agency is required to submit a separate bill for any Over-Time payments and other reimbursements, as mentioned earlier, mentioning all relevant details of the expense.

## **2. Consideration**

The Administrative/ Service Charge of the Agency will be x% (as per the financial bid submitted by Agency) of the contract value.

The monthly consideration would be payable by SDCL to the Agency for the Services agreed to subject to the Agency providing the agreed services to the satisfaction of SDCL and complying with all statutory requirements such as PF, ESI, etc. and also subject to deduction of any tax or other amounts as required by law or as provided herein.

## **3. Performance Security Deposit**

Performance Security Deposit of Rs 1,49,200/- (Rupees One Lakh Forty-Nine Thousand & Two Hundred Only) is submitted by Agency in the form of Bank Guarantee/Fixed Deposit in favour of SDCL valid for the period of contract. No interest shall be paid to the Agency in lieu of this Performance security deposit with SDCL. Performance Security Deposit will be refunded to Agency on satisfactory completion of contract and submission of proof that all statutory dues along with salary of Outsourced staff deputed by agency in SDCL has been paid fully.

## **4. Term of the Agreement**

The term of the Agreement will be two years viz. 1<sup>st</sup> February 2021 to 31<sup>st</sup> January 2023, which may further be extended depending upon the manpower requirement, administrative convenience and satisfactory performance of the Agency, on the same terms and conditions for a period of maximum one year, at the discretion of the competent authority of SDCL.

## **5. Statutory dues**

The Agency has to pay wages to the Outsourced Contractual Staff, in line with the minimum wages as prescribed by the Government of India for Industrial workers from time to time and ensure that statutory dues are paid, as prescribed by the Government of India. The minimum wages and the statutory dues would be paid / reimbursed in full by SDCL. All statutory dues would be paid to the Agency on submission of proof that the statutory dues have been deposited by the Agency with the statutory authority.

It shall be duty of the Agency to pay the monthly salary of the Outsourced Staff every month as per the Payment of Wages Act, 1936. The Agency would be responsible for payment of all statutory dues like EPF, ESI etc. and the certificate to this effect would be submitted every month, as proof of timely payment of all statutory dues. The Agency will be required to provide particulars of EPF, ESI (including Account Numbers) of the Outsourced Staff engaged by them. No amount shall be deducted from the minimum wages payable to the Outsourced Contractual Staff on account of any service charges or any other liability incurred by the Agency.

## **6. Deployment and Leave**

The Outsourced Staff are expected to work for 48 hours per week. The working hours for Housekeeping Staff would be 8.30 AM to 5 PM and for rest of the staff will be from 9:30 am to 6:00 pm. The Lunch time being 1:00 PM to 1:30 PM. Usually, The Outsourced Staff would get 2 days off every week i.e. Saturday, Sunday along with National Holidays. But the Outsourced Staff may be called on Saturday, Sunday and other gazetted holidays, if required.

The Outsourced staff shall be entitled to leave for 12 days in a contract year. The leaves would be credited, on pro-rata basis, at the beginning of a contract quarter. The leaves can be carried forward during a contract year only. Any unused leaves would lapse at the end of the contract year.

Illustration: As our contract starts in February, the staff who starts on February 1<sup>st</sup>, 2021, will get three leaves for the months of February, March and April. Any unused leaves will be carried forward into the next month/quarter. On 1<sup>st</sup> May, three more leaves will be credited to each staff member. Any unused leave balance would lapse on 31<sup>st</sup> January 2022. Fresh leave balance would be credited on 1<sup>st</sup> February 2022.

Use of excess leaves, under any circumstance, more than the available leave balance, would result in loss of pay equivalent to the per day rate calculated by dividing the monthly wage by 30.5.

## **7. Payment to Agency**

The Agency will submit bills in triplicate latest by the 6<sup>th</sup> of every subsequent calendar month. Payments to the Agency would be strictly on certification by the concerned officer of SDCL that the services provided were satisfactory and attendance was as per the bill raised by the Agency. The payment shall be made by SDCL latest by the last working day of the calendar month on submission of bill by the agency, on the basis of the number of working days for which duty has been performed by the Outsourced Staff. Amount deducted from the bill / claim for the days absent during the month shall be as per the approved rate per day per person.

In addition to the above the Agency shall also substantiate the deposit of statutory dues deducted from the salary of Outsourced Contractual staff to appropriate authorities on a regular basis to SDCL, as per the statutory requirements.

## **8. Default of the Agency**

In case, the Agency fails to comply with any statutory dues / taxation liability under appropriate law, and as a result thereof, SDCL is put to any loss/ obligation, monetary or otherwise, SDCL will be entitled for reimbursement out of the

outstanding bills and Performance Security Deposit of the Agency, to the extent of loss or obligation in monetary terms. Excess amount, if any, over and above the Performance Security Deposit will also be reimbursed by the Agency.

In case of any breach of any terms and conditions of this Agreement, the Performance Security Deposit of the Agency will be liable to be appropriated by SDCL, besides annulment of the Agreement by giving a notice of 30 days to the Agency by SDCL.

In case of any theft or loss of property due to negligence or carelessness of the Outsourced Staff, the Agency will be fully responsible and will have to compensate for the losses incurred by SDCL, either directly or through deduction from the Performance Security Deposit. Excess amount, if any, over and above the Performance Security Deposit will also be reimbursed by the Agency.

The Agency will be bound by the details furnished to SDCL, while submitting the tender or at subsequent stage. In case, any document or information furnished to SDCL is found to be false at any stage, it would be deemed as a breach of this Agreement, making the Agency liable for legal action besides termination of this Agreement.

SDCL shall not be responsible for any damages, losses, claims, financial or injury to the Outsourced Staff, provided by the Agency in the course of performing their functions/ duties. SDCL shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings / equipment or vehicles of the Outsourced Staff.

In case of failure to deploy indented personnel meeting the requirements of SDCL within 10 days of the request of SDCL, SDCL will be entitled to impose a penalty of Rs.500/- per day per person for each day of delay beyond 10 days.

**9. Notices**

All notices, requests, demands or other communication which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given upon date of the courier / postal department's verification of the delivery at the specified address if sent by a recognized express courier or registered post or speed post.

Managing Director, SDCL reserves the right to withdraw / relax / amend any of the terms and conditions mentioned above so as to overcome the problem encountered at later stage.

**10. Dispute Resolution**

The dispute, if any, shall be settled by sole arbitrator appointed by SDCL in consultation with Agency. The cost of arbitrator shall be borne by SDCL and the Agency equally.

IN WITNESS WHEREOF the parties have hereinto set and subscribed their respective hands and seals the day and year first herein above written.

SIGNED SEALED & DELIVERED BY

\_\_\_\_\_  
SDCL

\_\_\_\_\_  
Agency

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS