Tender for Manpower

at

Warehouse Development and Regulatory Authority (WDRA)

NIT no. : WDRA/2018/5-3/A&F
NIT issue Date : 10 February, 2018
Last Date and time of Bid Submission : 22 February, 2018 at 1400 Hrs.
Date and Time for opening of tender Bid : 22 February, 2018 at 1500 Hrs.
Tender for outsourcing of staff in the Warehousing Development & Regulatory Authority

Sealed tenders are invited from experienced and reputed manpower supplying agencies for outsourcing of services of various categories of personnel, viz. Personal Assistants, Data Entry Operators, Office Attendants / Multi-Tasking Staff, in the Warehousing Development & Regulatory Authority.

1. Data Entry Operators
   I. The candidate should be a Graduate from a recognized University having good knowledge of MS Office, MS Word, MS Excel, MS Power Point, MS Access, Windows, internet, etc. Candidate should have typing speed of 30 words per minute (WPM) in English, should preferably have knowledge of English Stenography, Hindi typing and experience of one year. Candidates with 10+2 qualification having experience of working in Central Ministries / Departments and possessing Certificate / Diploma in typing / computers may also be considered. Preference may be given to the persons having knowledge of shorthand. The duties would broadly include following:
      i) Attend to various typing and other data entry and processing related jobs specific to the Section in which they are deployed.
      ii) Attend to any other work assigned to them by the officers / office.
      iii) Work relating to using office gadgets like Photocopier, Fax, Telephone Systems etc.
   II. At present 8 (eight) Data Entry Operators are required. The number may increase / decrease based on requirement.

2. Personal Assistants
   I. The candidate should be a Graduate from a recognized University having good knowledge of MS Office, MS Word, MS Excel, MS Power Point, MS Access, Windows, internet, etc. and having minimum shorthand speed of 80 words per minute, typing speed of 35 WPM and experience of one year. Preference would be given to a person who has experience of working in the Government Department or PSU or a retired Private Secretary who has experience of working in the Government Department or PSU. The duties would broadly include following:
      i) To work as Personal Assistant with Senior Officers of the WDRA.
      ii) Taking shorthand dictation, typing, comparing, maintaining diary, fixing appointments etc. related jobs.
      iii) Attend to any other work assigned to them by the officers.
      iv) Work relating to using office gadgets like Photocopier, Fax, Telephone Systems etc.
II. The number of Personal Assistants to be engaged will depend on the requirement from time to time.

3. Office Attendants / Multi-Tasking Staff

I. The candidate should be a Matriculate having knowledge of Hindi and English and location of offices of the Government / PSU / Autonomous Bodies in Delhi. The duties would broadly include following:

   i) To do multifarious type of work.
   ii) To work as Office Attendants.
   iii) To deliver and receive office Dak.
   iv) Pantry related work, dusting in the office and miscellaneous work and any other work assigned by the office.

II. At present 5 (five) Office Attendants / Multi-Tasking Staff are required. The number may increase / decrease based on requirement.

4. The initial period of contract would be one year, extendable upto one year on same terms and conditions or with such amendments as may be mutually agreed to and subject to satisfactory performance and the approval of the Competent Authority of WDRA.

5. The manpower will have to be supplied by the Agency within 15 days of award of contract.

6. Terms and Conditions: As per Annexure-I.

7. Only those firms who fulfil the following minimum criteria will be considered:

   a) The manpower supplying agency should have at least 3 years experience of providing manpower of Data Entry Operator and above level to various Government Departments, Public Sector Undertakings and Autonomous Organizations of Govt. of India in the last five years i.e from 2014-15 to 2016-17.
   b) It should be registered with the Government Authorities concerned and copies of each of the registration shall be attached with the bid.
   c) It should have PAN number and GST registration. Necessary documents in this regard may be attached with the bid.
   d) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance. Copies of registration certificates to be attached.
   e) It should not have been blacklisted by any Government Organisation. Declaration to be submitted.
   f) It should be willing to take up the contract on the terms and conditions as at Annexure-I.

8. An Earnest Money Deposit (EMD) of Rs. 55,000/- (Rupees Fifty Five
Thousand Only) in the form of Demand Draft from any scheduled commercial bank drawn in favour of the Warehousing Development & Regulatory Authority payable at New Delhi may be submitted along with the Technical Bid, failing which the bid shall not be considered valid.

9. The tenders should be submitted in two sealed covers:

I. The **first sealed cover** should be superscribed "Technical Bid" and should contain the following:

   (i) The proforma, as at Annexure-II, duly filled in;
   (ii) Letter of authorisation to sign the tender, if not promoter or owner of the agency.
   (iii) Copy of registration certificate of the agency;
   (iv) Copy of PAN/GIR Card;
   (v) Copies of IT returns for the last three years filed by the agency;
   (vi) Copy of GST registration certificate;
   (vii) Copy of the E.P.F. registration letter/certificate;
   (viii) Copy of the E.S.I. registration letter/certificate;
   (ix) Statement indicating experience of 3 years working with Govt. Ministries/ Departments/ PSUs/Autonomous body, etc. The completion certificate or proof of manpower supply to those offices should be enclosed along with details of office-wise number of years of supply of manpower, number of staff of Data Entry Operator and above supplied to the office, etc.
   (x) Copy of the terms and conditions in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
   (xi) Declaration signed by authorised signatory

II. The **second sealed cover** should be superscribed "Financial Bid" and should contain service charges to be claimed by the service provider as percentage (%) of the total emoluments payable per month in respect of manpower supplied in the proforma as at Annexure-III.

The bids quoting nil or impractically low service charges in comparison to the Government’s standing guidelines in the matter are liable to be rejected. Any rate which would affect statutory payment and wages, after deduction of TDS would be considered as impractically low rate. (The TDS deduction at present is 2% and is liable to change as per Income Tax Rules). Bidder should therefore, quote the service charge taking into consideration the minimum liability of 2% TDS, administrative charges, profit elements etc.to ensure that the rate quoted by the bidder is workable. However, service charge if found to be quoted below 5% (Five percent) shall not be considered and such bid is liable to be rejected.

III. **Both the above sealed envelopes** should be placed in the main sealed envelope superscribed "Tender for Supply of Outsourcing of Staff". This should be addressed to the Director (A&F), Warehousing Development & Regulatory
10. The personnel of the service provider shall be paid as per the prevailing wages notified by the Government of the NCT of Delhi under the Minimum Wages Act 1948 from time to time for the relevant categories of the workers and the statutory contributions like EPF, ESIC. The statutory taxes on wages, if any, shall be payable by the WDRA. No other allowance like transportation, food, medical etc. shall be payable by the WDRA. If any performance pay / incentive is paid by the WDRA, service charges will be payable to the service provider on such amount also.

11. The bids will be opened by the Tender Committee at 1500 Hrs. on 22.1.2018 in the WDRA office in the presence of the participating bidders or their representatives if they wish to be present at their own cost.

12. The WDRA will assess the ability of the Agencies to supply requisite number of personnel. The selected Agency will have to send a panel of personnel of required category, who are registered with them, to the WDRA for a practical test on the basis of which they will be engaged.

13. BID EVALUATION PROCESS:

i. The tendering evaluation shall be done on weightage with 70 Marks to Technical Evaluation and 30 Marks to financial evaluation.

ii. The technical bid evaluation shall be done based on the following criteria:

During the technical evaluation stage, each bidder shall be assigned different marks out of a total ‘St’ of 70 marks as Technical Score, as per the criteria specified below:

1) Number of years in Operations

   a) Upto to 5 years  
   b) More than 5 years and upto 10 years 
   c) More than 10 years 

     (From the year of establishment for the manpower supply work. The certificate of incorporation may be enclosed.)

2) Turnover (during the last three years)

   a) Minimum 50 lakh each year
   b) More than 1 crore each year 

     (pro-rata marks will be awarded if two crore is not achieved in each of the three years)
(Certificate issued by the Chartered Accountant firm certifying annual turnover for the financial year 2014-15, 2015-16 & 2016-17 to be enclosed)

3) Number of works (Tenders) in last five years Max. 20 marks
   (a) Five Number of works 5 Marks
   (b) Twenty Number of works 20 Marks
      (needs to be supported by satisfactory service certificate from the agency awarding the work else only 75% weightage will be awarded, if only work orders are enclosed. For current works, work order will be considered.)

4) Number of Manpower supplied in each year. Max 20 Marks
   a) Upto 100 10 Marks
   b) More than 100 and upto 200 15 Marks
   c) More than 200 20 Marks
      (need to be supported by list of manpower deployed in the office against its tender maximum in any month in the year, with EPF remittance details in the next month failing which no marks will be awarded against this criteria. Pro-rata marks will be awarded if two crore is not achieved in each of the three years)

5) Statutory Compliance Max. 10 marks
   (a) ESI /EPF/GST 10 Marks

   iii. The financial bid for Financial score ‘Sf’ of 30 marks will be evaluated as:

      i. The bidder with impractically low service charges will be rejected summarily as per 9(ii) above.
      ii. The financial bid will be given 30 Marks to be considered for final total.
      iii. The Lowest bid will be given 30 marks.
      iv. The other valid bids after rejecting impractically low will be given marks as per formula, 
          \[ S_f = (1-((\text{Quote} - \text{L1})/\text{Quote})) \times 30. \]

      iv. The marks obtained by a Bidder in the technical bid shall be 70 marks as technical score ‘St’ and the financial bids shall be 30 marks as financial score ‘Sf’, and thereby making a total of 100 marks for the complete bidding.
      Total score (S) = Technical Score (St) + Financial Score (Sf).

      v. The Bidder shall be required to produce self-attested copies of the relevant documents in addition to the documentary evidences for being considered during technical evaluation.

14. Bidder with highest score of \( S = St + Sf \) will be ranked first in the list for consideration of the bid offer by the WDRA.
15. The WDRA reserves the right to amend / withdraw any of the terms and conditions contained in the Tender Documents and to reject any or all tenders without giving any notice or assigning any reasons.

(Ganesh A Bakade),
Director (A&F),
Annexure-I

Terms and conditions of the tender for outsourcing of staff in the Warehousing Development & Regulatory Authority

1. All services on outsourcing basis shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.

2. The persons supplied by the Agency should not have any adverse Police records / criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local Police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to the WDRA. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall immediately withdraw such employees who are not found suitable by this office for any reasons on receipt of such a request.

3. The service provider shall engage necessary number of persons as required by the WDRA 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 every month. There is no Master and Servant or Employer and Employees relationship between the employees of the service provider and the WDRA and the said persons of the service provider shall not claim any employment, engagement or absorption in the WDRA, at any time.

4. The service provider's personnel shall not claim any benefit / compensation / absorption / regularization of service from / in the WDRA under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other Act, Rules and Regulations. Undertakings from the persons to this effect shall be required to be submitted by the service provider to the WDRA.

5. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative / organizational matters as these are confidential / secret in nature.

6. The service provider’s personnel should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of the WDRA. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.

7. The persons deputed shall not interfere with the duties of the employees of the WDRA.

8. The WDRA may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be incompetent or for his / her / their misconduct and the service provider shall
forthwith comply with such requirements. The service provider shall replace immediately any of its personnel if they are unacceptable to the WDRA because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from the WDRA.

9. The successful bidders will provide two sets of uniform to his workers as approved by the Warehousing Development and Regulatory Authority (WDRA) authority (both male and female) while on duty from out of his service charges. Two seats of uniforms would have to be provided so that the worker is always with neat and tidy uniforms. This will be strictly monitored and penalty may be imposed and deducted from the service charges of the service provider if the worker is found without uniform and/or not being neat and tidy.

10. The service provider has to provide photo identity cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

11. The service provider shall ensure proper conduct of his/her persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.

12. The personnel of the service provider shall be paid as per the prevailing wages notified by the Government of the NCT of Delhi under the Minimum Wages Act 1948 from time to time for the relevant categories of the workers and the statutory contributions like EPF, ESIC. The statutory taxes on wages, if any, shall be payable by the WDRA. No other allowance like transportation, food, medical etc. shall be payable by the WDRA. If any performance pay/incentive is paid by the WDRA, service charges will be payable to the service provider on such amount also.

13. Working hours would be normally from 9.30 a.m. to 06.00 p.m. including 30 minutes lunch break from 01.30 pm to 02.00 pm. 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.

14. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and the WDRA shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation. The agency will require to provide particulars of PF, Group Insurance of its employees engaged in the WDRA.

15. The service provider will submit the bill, in duplicate, in respect of a particular month in the first week of the following month. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.

16. Payments to the service provider would be strictly on certification by the office and the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by
the service provider. No wage/ remuneration will be paid to any staff for the days of absence from duty.

17. The deputed person shall intimate and seek prior permission if he/she intends to absent from work so that the office can make alternate arrangements.

18. The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of the WDRA.

19. The service provider shall arrange for a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

20. The service provider shall be contactable at all times and message sent by telephone/ e-mail/ Fax/ Special Messenger from the WDRA to the service provider shall be acknowledged immediately. The service provider shall strictly observe the instructions issued by the WDRA in fulfilment of the contract from time to time.

21. The WDRA shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

22. That the Agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff, its employees, etc. If the WDRA suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to the WDRA for the same. The agency shall keep the WDRA fully indemnified against any such loss or damage.

23. The WDRA will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/ remuneration will be payable in respect of the staff at the approved rates.

24. The successful bidder shall furnish a security deposit of Rs. 2,80,000/- (Rupees Two Lakh Eighty Thousand only) in the form of a demand draft drawn in favour of the Warehousing Development & Regulatory Authority, payable at Delhi/ Fixed Deposit Receipt from Commercial Bank/ Bank Guarantee from a Commercial Bank in an acceptable form safeguarding the interests of the WDRA in all respects. The security deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by the WDRA or on non-compliance of the terms of agreement by the service provider or frequent absence from duty/ misconduct on the part of manpower supplied by the agency.

25. The successful bidder will enter into an agreement with the WDRA for supply of suitable and qualified manpower as per requirements of the WDRA on
these terms and conditions. The agreement will be valid for a period of one year commencing from date of signing such agreement and shall continue to be in force in the same manner unless terminated in writing. The service charges quoted by the agency shall be fixed and no request for any change / modification shall be entertained. The engaged personnel shall be paid the statutory increase in wages / DA, etc. as notified by the NCT of Delhi during the period of contract by the service provider. The contract / agreement will be extendable upto one year subject to satisfactory performance of the agency and such amendments as mutually agreed to.

26. The failure to comply with the terms and conditions of the tender and deficient service shall invite penalty or forfeiture of security deposit and legal proceedings.

27. The agreement can be terminated by either party by 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 amount due to the agency from the WDRA shall be forfeited by the WDRA.

28. 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 on account of the termination of employment or non-employment of the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

29. In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Chairman, Warehousing Development & Regulatory Authority, and his decision shall be final and binding on both the parties.
## Annexure-II

### Tender for outsourcing of staff in the Warehousing Development & Regulatory Authority

#### Technical Bid

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Particulars</th>
<th>To be filled by the Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Agency</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Details of EMD</td>
<td></td>
</tr>
<tr>
<td>(i)</td>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td>(ii)</td>
<td>Draft No.</td>
<td></td>
</tr>
<tr>
<td>(iii)</td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>(iv)</td>
<td>Issuing Bank</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Date of establishment of the Agency (As per document of incorporation)</td>
<td></td>
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<tr>
<td>4</td>
<td>Detailed office address of the Agency with Office Telephone Number, Fax Number, and name of the contact person and his Mobile Number</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Whether registered with concerned Government Authorities. (Copies of all certificates of registration to be enclosed)</td>
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<tr>
<td>6</td>
<td>PAN / TAN Number (Copy to be enclosed)</td>
<td></td>
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<tr>
<td>7</td>
<td>GST Registration Number (Copy to be enclosed)</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner / partner anywhere in India</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Give the details (in tabular form) of the major similar contracts during the last three years working with the Government Departments. (Copies of contract orders placed on the Agency)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Turnover of the agency in last three years. Documents to be enclosed. (Certificate issued by the Chartered Accountant firm certifying annual turnover for the financial year 2014-15, 2015-16 &amp; 2016-17 to be enclosed)</td>
<td>2014-15, 2015-16, 2016-17</td>
</tr>
<tr>
<td>11</td>
<td>Enclose a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance or of the same, is attached</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Enclose copy of IT Returns for the last 3 financial years 2014-15 to 2016-17 (or 2013-14 to 2015-16) have been attached.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Enclose agency profile</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Number of similar contracts in the last 5 years for technical score. Details thereof in tabular form. Copies showing proof may be enclosed. (Contract started in 2012-13 and afterwards only will be considered).</td>
<td></td>
</tr>
</tbody>
</table>

Signature of the Authorised Signatory

Seal of the firm / company
Annexure-III

Tender for outsourcing of staff in the Warehousing Development & Regulatory Authority

Proforma for Financial Bid

Name and address of Service Provider:

<table>
<thead>
<tr>
<th>Charges to be claimed by the Service Provider</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Charges in percentage (%) of the total emoluments payable in respect of the manpower supplied</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>

I. Total emoluments will include all emoluments as applicable except GST which will be payable extra at applicable rate.

As per 9(II) of bid, the bids quoting nil or impractically low service charges in comparison to the Government’s standing guidelines in the matter are liable to be rejected. Any rate which would affect statutory payment and wages, after deduction of TDS would be considered as impractically low rate. (The TDS deduction at present is 2% and is liable to change as per Income Tax Rules) Bidder should therefore, quote the service charge taking into consideration the minimum liability of 2% TDS, administrative charges, profit elements etc.to ensure that the rate quoted by the bidder is workable. However, service charge if found to be quoted below 5% (Five percent) shall not be considered and such bid is liable to be rejected.

Signature of the Authorised Signatory

Date: Seal of the firm / company

Place: