TENDER NOTICE

Subject: Tender for Annual Job Contract for cleaning and sweeping of premises of Department of Land Resources

Sealed tenders on behalf of the President of India, are invited under Two Bid System i.e. technical Bid and Financial Bid from reputed, experienced and financially sound Manpower Companies/Firms/Agencies for providing services of cleaning, sweeping and general maintenance work for premises falling under the control of the Department of Land Resources, initially for a period of one year from the date of approval which can be extended on yearly basis for maximum period of two years depending upon the satisfactory performance of work. Complete Tender Document can be downloaded from the website (http://eprocure.gov.in) or from Department's webpage (http://dolr.nic.in)

2. The interested Companies/Firms/Agencies can submit their tender documents, complete in all respects along with Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees fifty thousand only) and other requisite documents on or before 3.00 PM of 23 June 2014 in the Tender Box kept at the Reception of the Department. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

3. This Department reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Department of Land Resources in this regard shall be final and binding on all.

(K.Unnikrishnan)
Director(Admn.)

To

(i) All Ministries/Departments of Govt. of India
(ii) All Registered Manpower Providing Agencies as per list.
(iii) Web-site: ‘eprocure.gov.in’
CHECK LIST FOR THE TENDER SUBMISSION

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>DOCUMENT</th>
<th>Reference to clause No.</th>
<th>CHECK (pg. No.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Envelop – 1: TECHNICAL BID</strong></td>
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<tr>
<td>1.</td>
<td>Tender security in separate sealed envelopes.</td>
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<tr>
<td>2.</td>
<td>Tender documents duly filled, stamped &amp; signed by tenderer.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Details of ownership &amp; control of the tenderer (undertaking for sole proprietorship/partnership deed/Memorandum &amp; Articles of Association)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Written POA in favour of authorized person signing on behalf of the tenderer (containing attested signature of attorney)</td>
<td></td>
<td></td>
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<tr>
<td>5.</td>
<td>Details of work experience in Annexure-1 along with client's certificates and other documents.</td>
<td></td>
<td></td>
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<tr>
<td>6.</td>
<td>Financial Data in Annexure-II (duly certified by chartered accountant) along with audited financial statement of last three years</td>
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<tr>
<td>7.</td>
<td>Attested copy of certificates of registration with PF authority etc.</td>
<td></td>
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<tr>
<td>8.</td>
<td>Attested copy of certificate of registration with ESI authority</td>
<td></td>
<td></td>
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<tr>
<td>9.</td>
<td>Other certificates duly attested by Gazetted Officer</td>
<td></td>
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<td></td>
<td><strong>Envelop-2: FINANCIAL BID</strong></td>
<td></td>
<td></td>
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<tr>
<td>1.</td>
<td>Form of Tender, duly filled and signed &amp; Stamped by the tenderer.</td>
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</table>

Outer Envelop: The above Two sealed Envelopes shall be together put in one outer sealed Envelope addressed to The Under Secretary (Admn.), Department of Land Resources, duly super-scribing on top, tender number, name of work, time and date for submission and time and date for opening.

NOTE: Tenderer shall submit the documents in technical package properly placed in folders, duly indexed giving page number for each document.
SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The Department of Land Resources, located at Nirman Bhawan, CGO Complex and Krishi Bhawan, New Delhi, requires the services of a reputed, well established and financially sound Manpower Company/Firm/Agency engaged in the work of providing manpower to provide Supervisor/Sweepers for its offices.

2. The contract shall commence from the date of approval for a period of one year extendable for two more year on yearly basis subject to satisfactory performance of work performed by the firm. The period of the contract will be further extended only when the requirement of the Department for different types of staff persists at that point of time. The contract may be curtailed/terminated owing to deficiency in service or substandard quality of manpower deployed by the Selected Company/Firm/Agency midway after giving one week notice to the selected service providing Company/Firm/Agency.

3. The qualifications, number of persons to be recruited initially for different categories is given below. The Department has a initial requirement of 07 persons (including 1 supervisor). However, the requirement may increase or decrease during the period of contract also.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Category</th>
<th>No. of Staff</th>
<th>Qualifications and Skill</th>
<th>Age limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supervisory staff (skilled)</td>
<td>01</td>
<td>Should at least be 10th pass.</td>
<td>Lower and upper age limit is 21 and 40 years respectively.</td>
</tr>
<tr>
<td>2.</td>
<td>Labour (un-skilled)</td>
<td>06</td>
<td>Should at least be 5th pass.</td>
<td>Lower and upper age limit is 21 and 40 years respectively.</td>
</tr>
</tbody>
</table>

4. The interested Companies/Firms/Agencies may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees Fifty Thousand only) alongwith other requisite documents on or before 3.00 P.M. of 23rd June 2014 in the Tender Box kept at the Reception of the Department.

5. The various dates relating to “Tender” are given as under:

(a) Date and time for submission of Quotation (Technical & Financial) upto 3.00 PM of 23rd June 2014

(b) Date and time for opening of Technical Bids: at 4.30 PM on 23rd June 2014.

(c) Date and time for opening of Financial bid of successful technically qualified bidders: (will be intimated to the successful bidders).
6. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes supercribing “Technical Bids for annual job contract for cleaning & sweeping in premises of Department of Land Resources” and “Financial Bids for annual job contract for cleaning & sweeping in premises of Department of Land Resources” Both sealed envelopes should be kept in third sealed envelope super-scribing “Tender for annual job contract for cleaning & sweeping in premises of Department of Land Resources”.

7. The Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees Twenty thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft / Pay Order drawn in favour of PAO, Department of Land Resources, New Delhi valid for a period of 90 days failing which the tender shall be rejected summarily.

8. The successful tenderer will have to deposit a Performance Security Deposit of Rs. 1,00,000 (Rupees One Lakh only) in the form of Fixed Deposit Receipt (FDR) made in the name of the Company/Firm/Agency but hypothecated to the PAO, Department of Land Resources, New Delhi covering the period of contract. The Performance Security Deposit should remain valid for a period of 60 days beyond the date of completion of periodical extension of all the contractual obligation of the service provider. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

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

10. 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 summarily be rejected.

11. The Technical Bids shall be opened on the scheduled date and time (at 3:30 P.M. on 23-06-2014), in Room No. 12 A-G, Department of Land Resources, NBO Building, Nirman Bhawan, New Delhi, in the presence of the representatives of the Companies, Firms/Agencies, if any, who wish to be present on the spot at that time.

12. Financial bids of tenderers who are technically eligible shall only be evaluated.

13. The selection will be made on the basis of Technical Bid and Financial Bid. However in the case of financial bid of two or more firms being found equal, the preference will be given to the one which have got maximum number of experience of providing manpower to Govt offices/PSUs.

14. The competent authority of Department of Land Resources reserves the right to reject any or all bids without assigning any reason.
Scope of work - Cleaning of Rooms and Corridors.
1. Cleaning of premises including toilets, office rooms, Conference Room, corridors, lobbies by sweeping/mopping, cleaning of wooden floor/carpets in areas covered with carpets or having wooden floor or toilets.

2. Dusting and cleaning of doors, windows, furniture, ventilators, blinds, benches and removing of cobwebs etc. and removal of garbage, cleaning and inspection of drainage/sewage system.

3. Spraying/fumigation of disinfectant/insecticide room pertain in the areas covered under the Department of Land Resources including room and chambers.

4. The contractor will carry out all the above on daily basis from 8.00 A.M. to 7.00 P.M. on all working days and Saturdays or as required by this Department.

5. Scrubbing the floors in the rooms by heavy duty scrubbing machine of Dellstar or equivalent make and detergent of good quality/liquid soap and subsequently drying of floors with mopes.

6. Cleaning glasses of doors, windows panes, ceiling fans, partition doors and ventilators of all areas specified above by liquid soap/chemical/detergent.

Cleaning of Toilets

7. Toilets need to be kept clean in all respects by sweeping, washing and mopping of floors, washing of glazed tiles on walls, urinal pots, W.C. pans, sinks, wash basins, and all other fittings and fixtures using disinfecting material like phenyl, vim, detergent power, acid, liquid soap etc. on daily basis.

8. Filling of liquid soap in soap containers need to be kept filled at all time and naphthalene balls in urinal pots and air freshener/naphthalene ball/toilet paper etc. also needs to be provided as per requirement.

9. Two attendants (including one lady attendant for ladies toilets) should be exclusively deputed on regular basis to undertake regular cleaning of the toilets. Attendants should be available from 8.00 A.M. to 7.00 P.M. or later as required on all working days and Saturdays unless otherwise instructed.

Miscellaneous work

10. 6 persons will be required exclusively for miscellaneous works including labourer work which the Contractor shall provide. The requirements may increase on need basis which will have to be provided by the contractor. Payments will be made separately for engaging additional labour.
PREMISES TO BE COVERED FOR CLEANING AND SWEEPING

A. Office Area to be cleaned falling under the premises of this Department.

1. All rooms at Ground and 1st floor including committee room (6700 sq. ft. approx.) occupied by the Department of Land Resources at NBO building, Nirman Bhawan.

2-Corridor area
Corridor at the Ground floor and first floor of the Department, NBO Building, Nirman Bhawan

3-Toilets
Ground floor – 1 Toilet (ladies) as well as 1 Toilet (gents)

B. 6th FLOOR, CGO COMPLEX, NEW DELHI.

Total covered area for rooms 3000 sqft. (approx.). In addition the Corridors and lift lobbies.

1. All rooms at 6th floor occupied by the Department of Land Resources at C.G.O.Complex, Lodhi Road.
Toilet: 3 (Ladies 1 and gents 2)
TECHNICAL REQUIREMENT FOR THE TENDERING COMPANY/FIRM/AGENCY

1. The tendering manpower Company/Firm/Agency should fulfil the following technical specifications:

(a) The Registered Office or one of the Branch Office's of the Manpower Company/Firm/Agency should be located either in Delhi/New Delhi or in any of the Satellite Towns of Delhi;

(b) The company/Firm/Agency should be registered with the appropriate registration authority. They are required to enclose photocopies of the following documents (duly attested by a Gazetted Officer of Government of India or State Governments), along with the Technical Bid itself in support of their claim, failing which their bids shall be summarily/out-rightly rejected and will not be considered further:

(i) Attested copy of registration certificate of agency for providing Manpower.
(ii) Attested copy of PAN/GIR Card;
(iii) Attested copy of Income Tax Clearance Certificate
(iv) Attested copy of the latest IT return filed by agency;
(v) Attested copy of Service Tax registration certificate;
(vi) Attested copy of the E.S.I. registration letter/certificate
(vii) Certified documents in support of entries in Item No. 11 of Technical Bid application;
(viii) Statement of Bank A/c in the name of Company/Agency.

(c) The Company/Firm/Agency should have at least minimum of 05 years total experience of providing manpower with at least three years working experience with Central Government Ministries/Departments;

(d) The Company/Firm/Agency should provide satisfactory performance certificate in respect of at least 3 ongoing contracts for providing manpower to a PSU/Government department for 20 persons or more to each of the three organizations.

(e) The Company/Firm/Agency should have its own Bank Account;

(f) The company/Firm/Agency should be registered with Income Tax and Service Tax Deptt.;

(g) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

(h) The Company/Firm/Agency should have a minimum financial turnover of Rs. 20.00 Lakh per annum during each of the last three financial year. Certified document in support of financial turnover of the agency should be produced.

(i) Undertaking to the effect that the service provider has no legal suit/criminal case pending against its proprietor or any of its Directors (in the case of a Private Ltd. Company) or having not been earlier convicted on grounds of moral turpitude or for violation of laws in force.
APPLICATION – TECHNICAL BID
(To be enclosed in a separate sealed envelope)

For providing different categories of staff to Department of Land Resources

1. Name of Tendering Company/Firm/Agency: ___________________________
   (Attach certificate of registration)

2. Name of Proprietor / Director: ___________________________
   of Company / Firm / agency

3. Full Address of Reg. Office: _______________________________________
   Telephone No.: ___________________________
   FAX No.: ___________________________
   E-Mail Address: ___________________________

4. Full Address of Operating / Branch Office: ___________________________
   Telephone No.: ___________________________
   FAX No.: ___________________________
   E-Mail Address: ___________________________

5. Banker of Company / Firm / agency with full address: ___________________________
   (Attach certified copy of statement of A/c for the last three years)
   Telephone Number of Banker: ___________________________

6. PAN / GIR No.: ___________________________
   (Attach attested copy)

7. Service Tax Registration No.: ___________________________
   (Attach attested copy)

8. E.P.F. Registration No.: ___________________________
   (Attach attested copy)

9. E.S.I. Registration No.: ___________________________
   (Attach attested copy)

10. Give details of work experience as per proforma at Annexure I. Self attested copies of work
    orders should also be attached.

11. Financial turnover of the tendering Company / Firm / Agency for the last 3 Financial Years:
    Details to be furnished in the proforma at Annexure-II.

12. Additional information, if any
    (Attach separate sheet, if required)

____________________________________________
Signature of authorized person
Name: ___________________________

Date: ___________________________
Place: ___________________________

Seal: ___________________________
Declaration

1. I, ........................................................................................................ Son/Daughter/Wife of Shri ........................................................................................................ Proprietor/Director/authorized signatory of the Agency/Firm, mentioned above, is competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

3. The information/documents furnished along with the above application are true 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 of any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name: Seal:

Date:

Place:
# DETAILS OF WORK EXPERIENCE

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of work</th>
<th>Work-i</th>
<th>Work-ii</th>
<th>Work-iii</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Agreement/ work No. order reference</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Name of the client</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td>No. of Housekeepers supplied</td>
<td></td>
<td></td>
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<tr>
<td>4.</td>
<td>Date of start of contract</td>
<td></td>
<td></td>
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<tr>
<td>5.</td>
<td>Actual date of completion of the contract</td>
<td></td>
<td></td>
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<tr>
<td>6.</td>
<td>Total value of work done on completion(entire contract period)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>7.</td>
<td>Contract value (fee) for 12 months to be computed on proportionate basis</td>
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<tr>
<td>8.</td>
<td>Ref. to client's certificate</td>
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</table>

**NOTE:-**

1. Only the value of contract as executed by the tenderer in his own name should be indicated.

2. All the details should be supported by documentary proof e.g. client's certificates clearly indicating the required details as numbers of different categories of manpower supplied, commencement and actual completion date and contract amount payable etc. in addition they will be required to submit list showing name and address, category of manpower supplied and ESI, PF & Service Tax Challans in support of his work experience.

Name of Firm/tenderer:
FINANCIAL DATA

NAME OF THE TENDERER:

(ALL AMOUNTS IN RUPEES IN LAKHS)

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Description</th>
<th>Year 2011-12</th>
<th>Year 2012-13</th>
<th>Year 2013-14</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Annual turnover from supply of manpower for housekeeping job</td>
<td></td>
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</tbody>
</table>

NOTE:

1. Attach copies of the audited balance sheets, including all related notes, income statements for the last three audited financial years, as indicated above.

2. The financial data in above prescribed performa is required to be certified by chartered accountant/company auditor under his signature & stamp.
FINANCIAL BID

As the wage would be payable as per the MWA, 1948 of NCT of Delhi revised from time to time and other statutory payments like ESI, EPF, Bonus, Service Tax (if any) shall be payable as per the provisions notified from time to time by the Govt. of NCT of Delhi, hence the Service charges will be deciding criteria for award of the contract which should be quoted by the tenderer in the following format.

QUOTATION FORMAT

(A) Complete Office Address of the tendering firm

(B) Name of the owner(s)/Partners:

(C) Tel. No. of the Proprietor: Residence Office Mobile:

(D) Details of Earned Money Deposit: Rs. ______ DD/P.O. No. ______ Date ______
   Drawn at Bank ______

(E) Details of Service Charges and Tax, etc.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particular</th>
<th>Rates in Rs.</th>
<th>Any other charges (Excluding minimum wage, ESI, EPF, Bonus and Overtime which will be paid as per rules/instructions/notification of Govt of NCT, hence need not be quoted)</th>
<th>Total</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Supervisor (01 No.)</td>
<td>Service Charge per person in whole of Rupees</td>
<td>Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>H. Keeper 06 Nos.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Grand Total</td>
<td></td>
<td></td>
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</table>

(a) Monthly wages will be applicable to all categories of staff as prescribed under the MWA 1948 of NCT of Delhi revised from time to time. For the sake of illustration monthly wages based on the Minimum Wage Act and other admissible statutory payments (as on 01.04.2014) as notified by Govt of NCT of Delhi is given in Annex.III. This will be the salary component of each of the personnel deployed in the Department and they need not be quoted.

(b) The manpower employed by the contractor shall be required to work normally as per the Department's working days, i.e. from Monday to Friday from 8.00 hrs to 18.30 hrs. with a lunch break of 1/2 hour from 13.00 to 13.30 hrs. The persons deployed may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. They may also be required to sit beyond office hours, if required. (No extra wages will be paid for attending the office on such holidays/late sitting).

(c) 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 person.

Signature of authorized person

Date: __________________________ Name: __________________________

Place: __________________________
Terms and Conditions

General

1. The contract shall commence from the date of approval for a period of one year unless it is curtailed or terminated by this Department owing to deficiency of service, sub-standard quality of Manpower Assistance deployed, breach of contract, reduction or cessation of the requirements of work. Monthly wages will be as prescribed from time to time by Govt. of NCT of Delhi under MWA 1948.

2. The contract shall automatically expire on completion of its specified term, unless extended further by the mutual consent of contracting agency and the Department.

3. The contract may be extended, on the same terms and conditions or with some addition / deletion / modification on yearly basis, for a maximum period of two years agreed upon by the successful service providing Company/Firm/Agency and Department of Land Resources. The modification of the rates shall be subject to the variation in the incidence of the statutory levies & contributions and revision of daily minimum wages in force at the time of the extension.

4. The contracting Company/ Firm / Agency 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 this Department.

5. The Department, at present, has requirement to outsource the cleaning and other relating work on urgent basis alongwith 06 workers plus 01 supervisors. All cleaning material will be provided by the Department. The requirement of the Department may increase or decrease during the period of contract and the tenderer would have to provide additional manpower, if required on the same terms and conditions.

6. The tenderer will be bound by the details furnished by him / her to this Department, 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 the terms of contract making him / her liable for legal action besides termination of contract.

7. Financial bids of only those tenderers who are technically sound shall be evaluated.

8. The Department of Land Resources reserves the right to terminate the contract without assigning any reason and compensation to the contractor.

10. The initial cleaning of all the area specified above should be completed by 9.00 A.M. on all working days failing which a monetary penalty of Rs.1000/- per day shall be recovered from the contractor's bill. A penalty @Rs.200/- per day basis for each worker shall be recovered from the Contractor's bill if any worker is found without proper clean uniform/ missing/absent from his duty.
11. The decision of the authorized officer regarding the satisfactory standard of cleanliness shall be final and binding on the Contract. The contractor shall comply with the monitoring mechanism/system as advised by the Department.

12. The Competent Authority will have the right to terminate the rate contract at any time without assigning any reason what so ever, if the services are found to be unsatisfactory.

13. The Department will, during the pre-contract stage, treat all bidders alike, and will provide to all bidders the same information and will not provide any such information to any particular bidder which could afford an advantage to that particular bidder in comparison to other bidders.

14. All the officials of the Department will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

15. The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Department, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

16. The bidder further undertakes that it has not offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Govt. for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

17. Bidders shall disclose the name and address of agents and representatives.

18. Bidders shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

19. The Bidders, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
20. The bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

21. The contractor shall provide clean uniform including shoes to all its workers and supervisors at his cost. The firm shall ensure that all their personnel shall wear the same while at work.

22. The bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

23. The EMD submitted by the successful bidder would be refunded after receipt of the requisite Performance Security which would be returned after the successful and satisfactory completion of the contract period.

24. No interest shall be payable by the Buyer to the Bidder on Ernest Money/Security Deposit for the period of its currency.

25. Any breach of the terms & conditions would debar the Bidder from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Buyer.

26. Forfeiture of Performance Bond in case of a decision by the Buyer to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
LIABILITIES CONTROL ETC. OF THE PERSONS DEPLOYED

1. The contracting agency shall ensure that the manpower deployed in the Department of Land Resources conform to the technical specifications, age, educational and skill qualifications prescribed for different categories of manpower at page No. 3 of the Tender Document.

2. This Department is a Central Government office and has five days working (i.e. Monday to Friday) in a week from 09.00 hrs. To 17.30 hrs. with a lunch break of ½ hour from 13.00 hrs. to 13.30 hrs. However, the manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required. Manpower may also be required. **No extra wages will be paid for attending the office on such holidays/late sitting.**

3. The contracting Company / Firm / Agency shall furnish the following documents in respect of the persons deployed in this Department before the commencement of work:

   a. List of persons deployed;
   c. Attested copy of Educational Qualification (containing date of birth)/proficiency certificate.
   d. Character certificate from two Gazetted Officers of the Central / State Government.
   e. Certificate of verification of antecedents of local police authority.

4. In case, the person deployed from the contractor commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence, the contractor will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work, if required by the Department.

5. The contractor shall replace immediately any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc.

6. The persons deployed shall be required to report for work at 08.00 hrs. to 18.30 hrs. to their respective controlling officer in this Department and would leave at 19.00 hrs. In case, person deployed, is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.

6. The contractor shall designate a coordinator, who would be responsible for immediate interaction with the Department of Land Resources so that optimal services of the persons deployed by the agency could be availed without any disruption.

7. The contractor agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the contractor in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damages @ Rs. 1000 per day on the contractor. It will be responsibility of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) and the Department will have no liabilities in this regard.

8. For all intents and purposes, the service providing agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower deployed in this Department. The persons deployed by the agency in the Department shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Department of Land Resources.
9. The service providing agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This Department shall, in no way, be responsible for settlement of such issues whatsoever.

10. This Department shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

11. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this Department during the currency or after expiry of the contract.

12. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in this Department.

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1. The contractor 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 Department.

2. Contractor shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Department of Land Resources to concerned tax collection authorities from time to time as per extant rules and regulations in the matter.

3. The contractor shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under Law.

4. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.

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

6. Company will have to make online payment of wage and other related payment in the Bank account of their employee concerned and they will have to submit proof relating thereto to the Department in month proceeding the month for which payment relates. They will also have to submit proof relating to making statutory payment in respect of each employee on quarterly basis. Subsequent payment will depend on submitting these two documents.
1. Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs. 20,000/- (Rupees Twenty Thousand Only) in the form of Demand Draft / Pay Order drawn in favour of DDO, Department of Land Resources, New Delhi failing which the tender shall be summarily rejected.

2. The EMD 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 returned on deposit of Security Deposit in form FDR. Further, if the agency fails to deploy the required Manpower against the initial requirement within 21 days from the date of placing the order the EMD shall stand forfeited without giving any further notice.

3. The successful tenderer will have to deposit a security amount of Rs. 1,00,000 (Rupees One Lakh only) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the PAO, Department of Land Resources, New Delhi covering the period of contract. The Performance Security should be valid for a period of 60 days beyond the date of completion of periodical extension of all the contractual obligation of the service provider. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

4. 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 the Department besides annulment of the contract.

5. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by the concerned Officer with whom the individual is working) in respect of the persons deployed and submit the same to Under Secretary (Admin.) in the first week of the succeeding month.

5. 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 month bill. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of this Department.

6. The amount of pre-estimated agreed liquidated damages calculated @ Rs. 1,000 per 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 providing Company / Firm / Agency in the following month.

7. Department of Land Resources reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

Sd/-

(Anoop Kumar)
Under Secretary to the Government of India
April 2014 | Haryana Government has revised the Minimum Wages payable from 1st Jan 2014 | Labour Policies

LABOUR LAW REPORTER

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Home » MINIMUM WAGES REVISED IN DELHI W.E.F. 01st APR 2014

MINIMUM WAGES REVISED IN DELHI W.E.F. 01st APR 2014

MINIMUM WAGES IN DELHI

The NCT of Delhi has revised the minimum wages payable from 01st April 2014 and the details are furnished below:

<table>
<thead>
<tr>
<th>Category</th>
<th>Previously</th>
<th>Revised w.e.f.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unskilled</td>
<td>8086</td>
<td>8554.00</td>
</tr>
<tr>
<td>Semi-skilled</td>
<td>8918</td>
<td>9438.00</td>
</tr>
<tr>
<td>Skilled</td>
<td>9802</td>
<td>10374.00</td>
</tr>
<tr>
<td>Clerical and Supervisory Staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-matriculates</td>
<td>8918</td>
<td>9438.00</td>
</tr>
<tr>
<td>Matriculate but not graduate</td>
<td>9802</td>
<td>10374.00</td>
</tr>
<tr>
<td>Graduate and above</td>
<td>10686</td>
<td>11310.00</td>
</tr>
</tbody>
</table>

Previous revision: October 2013 to March 2014:

<table>
<thead>
<tr>
<th>Category</th>
<th>30/09/2013</th>
<th>Revised from 1/10/2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unskilled</td>
<td>7722</td>
<td>8086</td>
</tr>
<tr>
<td>Semi-skilled</td>
<td>8528</td>
<td>8918</td>
</tr>
<tr>
<td>Skilled</td>
<td>9386</td>
<td>9802</td>
</tr>
<tr>
<td>Clerical and Supervisory Staff</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-matriculates</td>
<td>8528</td>
<td>8918</td>
</tr>
<tr>
<td>Matriculate but not graduate</td>
<td>9386</td>
<td>9802</td>
</tr>
<tr>
<td>Graduate and above</td>
<td>10218</td>
<td>10686</td>
</tr>
</tbody>
</table>

A Good Deal

Current Minimum Wage

The following rates are applicable in respect of Unskilled, semiskilled and skilled categories in all schedules employment except employment in 'Shop and Establishment and employment in 'Clubs'...

<table>
<thead>
<tr>
<th>Category</th>
<th>Base Rate 2014</th>
<th>Bonus</th>
<th>Bonus Rate 2015</th>
<th>Hours Worked</th>
<th>Hours Rate 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unskilled</td>
<td>7722.00</td>
<td>364.00</td>
<td>8086.00</td>
<td>215.00</td>
<td>311.00</td>
</tr>
<tr>
<td>Semi Skilled</td>
<td>8528.00</td>
<td>390.00</td>
<td>8918.00</td>
<td>215.00</td>
<td>343.00</td>
</tr>
<tr>
<td>Skilled</td>
<td>9386.00</td>
<td>416.00</td>
<td>9802.00</td>
<td>193.00</td>
<td>377.00</td>
</tr>
</tbody>
</table>

The following rates are applicable in respect of Unskilled, semiskilled and skilled categories in (i) Employment in Shops and Establishments (ii) Employment in Clubs, which are as follows...

<table>
<thead>
<tr>
<th>Category</th>
<th>Base Rate 2014</th>
<th>Bonus</th>
<th>Bonus Rate 2015</th>
<th>Hours Worked</th>
<th>Hours Rate 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unskilled</td>
<td>7722.00</td>
<td>364.00</td>
<td>8086.00</td>
<td>215.00</td>
<td>311.00</td>
</tr>
<tr>
<td>Semiskilled</td>
<td>8528.00</td>
<td>390.00</td>
<td>8918.00</td>
<td>215.00</td>
<td>343.00</td>
</tr>
<tr>
<td>Skilled</td>
<td>9386.00</td>
<td>416.00</td>
<td>9802.00</td>
<td>193.00</td>
<td>377.00</td>
</tr>
</tbody>
</table>

(i) Where neither meals nor lodging is provided (ii) where only lodging is provided (iii) Where only meals twice a day is provided (iv) where both meals and lodging are provided.

The following rates are applicable in respect of Clerical and Non Technical Supervisory Staff in all Scheduled Employments...

<table>
<thead>
<tr>
<th>Category</th>
<th>Base Date 01-04-2013</th>
<th>Bonus</th>
<th>Bonus Rate 01-04-2013</th>
<th>Bonus Rate 01-06-2013</th>
<th>Hours Worked</th>
<th>Hours Rate 01-06-2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non Matriculates</td>
<td>8528.00</td>
<td>390.00</td>
<td>8918.00</td>
<td>343.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Matriculates but not graduates</td>
<td>9386.00</td>
<td>416.00</td>
<td>9802.00</td>
<td>377.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Graduates and above</td>
<td>10218.00</td>
<td>468.00</td>
<td>10568.00</td>
<td>411.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*(All Rates in rupees)

Other information about minimum wages please see left panel.

Last Updated : 23 Mar, 2014

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