

To,

As Per Attached List

NOTICE INVITING TENDER

Sub: Inviting quotations for providing Manpower

Vigyan Prasar, an autonomous body under Department of Science & Technology, Govt. of India, invites sealed tenders for hiring of Manpower under two bid system i.e. Technical & financial Bids. Requirement of the manpower required is placed at Annexure-I, (the number of personnel required may increase/decrease subject to work load). The eligibility criteria is given in Annexure-II. All the information along with EMD will be submitted in Envelope - I clearly marked technical bid. Financial bid as per format given in Annexure-III is to be kept in Envelope - II. Both the envelopes are to be kept in another envelope clearly marked on the cover of envelope "Tender for providing Manpower", enquiry No. and date of opening tenders. Sealed envelope should reach Vigyan Prasar latest by **06th June 2016 up to 11:00 AM**. Technical & financial bids, both will be opened on same day i.e 06th June 2016 at 11.30 A.M. **If technical and financial bids not submitted separately, the bid will be summarily rejected.**

Selection Procedure:

1. Technical Bid will be opened first and evaluated as per eligibility criteria given in Annexure - II. Financial Bids will be opened only of qualified bidders.
2. Work will be awarded to the bidder whose total of financial bid will be the minimum (L-1) as a whole including service charges, commission etc.
3. If any firm quotes 'NIL' Charge as their service charge, the bid shall be treated as unresponsive and will not be considered. Vigyan Prasar would have the right to out rightly reject the offer quoting the extremely low percentages that may apparently not cover and justify the legitimate expenses of the bidder.

TERMS & CONDITIONS

1. Initial work order will be provided for a period of 03 months which may be extended for further 09 months subject to satisfactory performance of the service provider. The contract can be extended, on mutual acceptance, for

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two more years subject to satisfactory performance by the service provider at the same terms and conditions.

2. Service Provider shall provide manpower having the necessary qualification and experience as specified by the Vigyan Prasar.
3. The Service Provider shall be responsible to make the payment to the workers on monthly basis before 07th day of each month without awaiting release of payment from Vigyan Prasar.
4. Workers shall be working in the office of Vigyan Prasar from 09:00AM to 05:30 PM (excluding half an hour lunch from 01:00 PM to 01:30 PM). The persons deployed by the selected vender shall, be eligible for weekly off i.e. on Sunday.
5. Service Provider will comply with all the statutory provisions related to EPF, ESI, Minimum Wages Act, 1948, Contract labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 etc. concerning employment of staff, deployed at the Vigyan Prasar.
6. Service Provider will shortlist and provide four candidates against each vacancy who are the most suitable for the job and meeting all the required eligibility criteria. Final Selection of the candidate for the post will be made by the Vigyan Prasar. Manpower will be provided within 05 working days from the date of requisition.
7. Service provider will provide Police verification documents in respect of each worker including deputed in replacement.
8. Furniture, Equipment and any other material required to accomplish the work assigned to the worker will be provided by the Vigyan Prasar. The work done by the workers shall be sole property of Vigyan Prasar.
9. Vigyan Prasar reserves the right to order any person of service provider to leave its premises in case of any incident of misconduct by him/her. If any person indulges in theft, negligence, misconduct or any illegal activities, the Service provider will be responsible for the same and shall make good the loss if any suffered by the Vigyan Prasar.
10. Service provider shall own sole responsibility of any legal proceedings concerning labour laws, wages, and appointment, human rights violations, ST/OBC related matters in respect of its workers. Vigyan Prasar and its officials in no manner shall own any legal responsibility. Service Provider shall indemnify Vigyan Prasar against any/all claims, which may arise under the provision of various act, government orders etc.
11. The Service Provider shall furnish proof of depositing ESI/EPF/Service Tax to the Vigyan Prasar every month, non-compliance will lead to holding of the monthly payment.
12. Vigyan Prasar reserves the right to accept or reject all or any bid.

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13. There will be no revision of commission rate during the period of contract.
14. Lodging, Boarding, transportation etc will not be provided by the Vigyan Prasar.
15. EMD of ₹10,000/- and non refundable tender fee of ₹1,000/- in the form of DD in favour of Vigyan Prasar payable at New Delhi will be enclosed with the Technical bids. The EMD of the successful bidder will be retained and adjusted with the amount of PBG and of others will be returned within 30 days after finalization of tenders.
16. The successful bidder must furnish a security deposit of 10% of annual contract charges, 50% of which will be in the form of F.D.R./ D.D. and 50% in the form of B.G. from a commercial bank. The amount of EMD shall be adjusted towards security deposit. The security deposit will be valid for a period of 60 days after the contractual obligations are over and forfeited in case of default on the part of bidder.
17. The service provider shall not deduct any charges from the wages released to employee.
18. The service provider will increase the minimum wages of the personnel provided by them consequent upon any increase on such account. However, service charge finalized through Tender shall remain fixed throughout the currency of the contract.
19. The service provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed within the premises of Vigyan Prasar.
20. The service provider's personnel should be efficient, and polite while handling the assigned work.
21. The service provider shall replace its personnel, if they are unacceptable to Vigyan Prasar because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct, within 48 hours of receiving written notice from Vigyan Prasar. However, the selection criterion will be as per clause 6 ibid.
22. The service provider shall provide 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.
23. Vigyan Prasar 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 providers.
24. The service provider shall not assign, transfer, pledge or sub contract the performance or services without the prior written consent of this office.

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25. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangement, administrative/organizational matters as all are of confidential/secret nature that can attract legal action.
26. In case the bidder fails to execute the work i.e. supply of manpower as stipulated in the NIT or the work order by 01.07.2016. Vigyan Prasar reserves the right to impose penalty as detailed below:-
 - a) 20% of the total of monthly wage bill per week, upto 4 weeks delay.
 - b) After delay beyond 4 weeks VP reserves the right to cancel the contract including forfeiting of security deposit.
27. If the bidder fails to disburse salary to its deployed manpower latest by 7th of every month a penalty of ₹2,000.00 will be imposed and such amount shall be deducted from next month's wage bill.
28. In case the vendor fails to fulfil minimum statutory requirements (ESI/EPF) etc. as per the conditions of the bid document and fails to produce the concerned documents, it shall be treated as breach of the contract and a penalty ₹5,000/- per month including withholding of monthly payment as stated in clause 11 ibid shall be imposed on bidder.
29. In case any personnel(s) deployed by the vendor fails to report for duty in Vigyan Prasar a suitable substitute will be provided in consultation of Vigyan Prasar, otherwise a penalty of ₹2000/- per week will be imposed on the vendor.
30. Any dispute or differences including those considered as such by only one of the parties arising out of or in connection with this contract shall be, to the extent possible, settled amicably between the parties. If amicable settlement cannot be reached, then all disputes shall be settled by an Arbitrator. The Director of Vigyan Prasar or any officer nominated by him will be the sole arbitrator and his/ her award shall be final and binding upon the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of Law. In case of any proceedings/ Suits, Indian Law shall govern the contract and the Hon'ble Court at New Delhi shall only have the jurisdiction to hear such matters.

Yours Sincerely,

(Rajender Kumar)
Administrative Officer

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