No. 4/7/2012-Admin.II
Forward Markets Commission
Ministry of Finance,
Department of Economic Affairs,
Government of India

Everest 3rd floor,
100,Marine Drive,
Mumbai-400 002
Dated the 2nd December, 2013

Sub: Quotation for award of contract for providing Housekeeping Persons i.e. Security Guards/Watchmen (5) and Sweepers (4) in the Forward Markets Commission, Mumbai.

Forward Markets Commission is interested in having a contractual arrangement with a suitable placement agency for providing housekeeping services i.e. Security Guards/Watchmen and Sweepers on contract basis. The general terms and conditions are as under:-

(i) The contract shall ordinarily be in force for three years from the date of award of contract subject to extension each year on certificate of satisfactory performance of the firm. **The Department shall have the right to terminate the contract by giving one-month notice without assigning any reason whatsoever.**

(ii) The Agency shall not engage the services of any sub-contractor or transfer the contract to any other person.

(iii) The Agency shall be fully responsible and answerable to the Department for the performance of the contract entrusted to them under the contract and also for any act of commission and/or omission on the part of the workers deployed by them.

(iv) Escalation of wages shall not be accepted on any ground during the period the contract is in force. However, in case the contract is extended further, the enhancement, if any, will be considered only if the tender amount falls short of the minimum wages. The tender amount will be increased proportionately taking into account the minimum wage, EPF,ESI, service Tax etc.from time to time in accordance with the notification issued by the Labour Department , Government of Maharashtra .

(v) **The persons engaged must passes following qualifications,**
a) Security Guards/Watchmen:- SSC/10th pass
b) Sweeper :- Working Knowledge and experience
Candidates will be required to produce in support of prescribed educational and technical qualifications.

(vi) It should be ensured that the persons engaged are properly verified from Police Authority.

(vii) It should also be ensured that the persons engaged will observe office discipline and decorum and do not misbehave with any official.

(viii) The selected agency shall be solely responsible for complying with all statutory requirements and obligations, especially, but not limited to those relating to employment of labour, service conditions of labour, payment of minimum wages, employees state insurance, payment of bonus and provident fund contribution, including enhancement of wages from time to time in accordance with the

notification issues by the Govt. of Maharashtra, Labour Ministry as per the Minimum Wages Act, 1948.

(ix) The payment shall be on monthly basis on submission of bills after completion of all formalities.

(x) The workers shall be entitled to only two days weekly off (i.e. Saturday and Sunday) in addition to other Gazetted holidays on which the office remains closed. The workers may also be called on Saturday, Sunday and other Gazetted holidays, if required.

(xi) In case services are not given for a particular day(s), proportionate recovery will be made at the quoted rate of rupees per persons.

(xii) The payment of such engaged contract workers will be subject to providing of satisfactory service which may be certified by the Officers/Sections where they are engaged.

(xiii) The engagement does not confer any right for continuation or extension of the contract on any account. This will be purely short term temporary arrangement on contractual basis.

(xiv) The Contract Agreement shall be construed as per Indian Laws and will have jurisdiction to settle any dispute arising out of the contract.

(xv) In case of dispute/difference arising between the Department and the Contract, which has not been settled amicably, any party can refer the dispute for arbitration under the Arbitration and Conciliation Act, 1996. Such dispute shall be referred to the Sole Arbitrator nominated by the Secretary, Department of Legal Affairs, Governement of India, Mumbai. The provisions of Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof, shall apply to these arbitration proceedings. The decision of the arbitrator shall be final and binding upon both the parties.

(xvi) Any liability regarding payment to the workers, or arising due to non-compliance with any of the labour laws or due to any human loss/injury during the course of work will be the sole and personal responsibility of the Contractor.

(xvii) The service provider's person shall not claim any benefit/compensation/absorption/regularization of services with this Department under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) act, 1970. An undertaking from the person to this effect will be required to be submitted by the service provider to this Department.

(xviii) The Forward Markets Commission may ask the documentary evidence in respect of payment of statutory liabilities as and when required. Service Provider will pay the minimum wages to the persons deployed through individual bank accounts. DoEA shall verify the actual payment of statutory payments periodically and if not satisfied, shall withhold the payments due to the service provider in addition to other legal action.

2. The tenderer will fill up the technical information in the Annexure-I and financial information in Annexure-II. **The technical bid and financial bid should be sealed by the bidder in separate covers duly superscribed and both the sealed covers are to be put in a bigger cover which should also be sealed duly superscribed**. The prescribed format in Annexure I and II are enclosed herewith. The envelope containing the quotation shall be superscriped as "Quotation for providing Housekeeping persons". The quotation should be accompanied by an Earnest Money Deposit (EMD) of Rs. 15,000/- (Rupees Fifteen Thousand only) in the form of Bank Draft drawn in favour of Assistant Director, FMC, Mumbai. The tender received without EMD will be rejected summarily. The EMD is returnable to the bidders after award of the contract. The bids would be valid for a period of 120 days. If the agency fails to deploy required number of

manpower within 5 days from the date of placing of order, the Earnest Money Deposit shall stand forfeited.

3. The contract will be awarded to the lowest financial bidder subject to meeting the technical qualification and also complying with all statutory requirements and acceptance of the terms and conditions mentioned in this letter and the agreement to be executed by the successful bidder in toto.

4. The successful tenderer will have to submit Performance Security equivalent to 10% of the value of the annual contract. The amount will be payable through Bank Draft/Bank Guarantee/Fixed Deposit Receipts drawn in favour of Assistant Director, FMC, Mumbai. The validity of the Bank Draft shall be up to 60 days after the period of contract. 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 tenderers shall, *inter-alie,* furnish technical information as per Annexure - I and quote the rates as per Annexure-II

6. The tenderers shall also furnish a declaration in Annexure-III on Official Letter Head of the Agency.

7. **Incomplete quotations or quotations received without Earnest Money Deposit will be rejected summarily.**

8. The successful tenderer will have to enter into an agreement with the Department in the enclosed format.

9. It is therefore, requested to quote rates in the proforma as per Annexure-II to this letter. The quotation must reach the Director, Forward Markets Commission, Government of India, Ministry of Finance, Department of Economic Affairs, Everest 3rd floor,100,Marine Drive, Mumbai-400 002, Conference Room, 3rd Floor, latest by **14.00 Hrs** within 2 weeks (16.12.2013) from the date of Publication on FMC website (fmc.gov.in). The technical bids will be opened first on the same day at 15.00 hours in Conference room, 3rd floor, at FMC, Mumbai in presence of a panel of Officers of the FMC and also representatives of the firms of any present at that time. The financial bids will be considered only in respect of the bidders whose bids are found fit after the evaluation of technical bids.

Yours faithfully,
SD/-
(J. D. Vaishampayan)
Deputy Director(Admin.)

Encl- As above

Annexure – I

NAME OF THE COMPANY WITH ADDRESS

Technical Bid

Technical Bid should indicate the following information along with the self-attested photocopies of these documents:-

a) Profile of the Agency
b) Proof of incorporation/inception of the Agency
c) Valid Registration Certificate for manpower supply
d) PF Registration details
e) ESI Registration details
f) Copy of the PAN Card/Income Tax Return
g) Service Tax registration number
h) Details of Registration with the Labour Commissioner
i) Certificate of Annual Return from Chartered Accountant
j) Proof of similar assignments with Ministries/Govt. offices/Organisations for the last 3 years and the number of persons deployed by the Agency each year during the last three years
k) The Company/Firm/Agency should have at last 3 years experience in providing manpower to reputed Private Companies/PSU/Banks and Government Departments etc. proof of which should be enclosed with the Technical Bid.
l) Any other relevant information

Name and Signature of the authorized person
of the firm along with seal

Place:

Date:

Annexure – II

Financial Bid

To

Director
Forward Markets Commission,
Ministry of Finance,
Department of Economic Affairs, Everest, 3rd Floor, 100, Marine Drives,
Mumbai 400 002

Sub: Quotation for award of contract for providing Housekeeping Persons i.e. Security Guards/Watchmen and Sweepers in the Forward Markets Commission, Mumbai for a period of one year extendable as per requirement.

Sir,

With reference your Notice inviting Tender No.A-11011/4/2012-Estt dated _____ on the subject mentioned above I/we quote the rate for above mentioned work as under:-

Sl. No.	**Component of Rate**	**Amount in Rupees per person per month**
i.	Daily Wage Rate including existing Dearness Allowance (in accordance with Minimum Wages Act, 1948, as fixed by Labour Ministry , Govt. of Maharashtra from time to time)	
ii.	Employees Provident fund (at applicable rates fixed by EPFO from time to time)	
iii.	Employees State Insurance (at applicable rates fixed by ESIC from time to time)	
iv.	Service Tax (at applicable rates fixed by Customs Central Excise Department from time to time)	
v.	Administration/Service Charge/Any other Liability/Charges (Please include all liabilities viz., Office Uniforms, Bonus (if any), day-to-day Administrative work/duties/stationary etc. and give break-up)	

Name and Signature of the authorized person
of the firm along with seal

Place:

Date:

Annexure-III

DECLARATION

(To be furnished in official Letter Head of the Agency)

1. I _____ Son/Daughter/Wife of Shri _____ 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. My Agency has not been black-listed/de-barred from participating in tender by Any Ministry/Department of the government of India or Govt. of Maharashtra and Gov. of India Undertaking in the last three years.
4. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature(s) of Authorized Person(s)

Full Name:

(Seal)

Place:

Date:

DRAFT AGREEMENT FOR MANPOWER SUPPLY

This Agreement made on this _____ day of _____2013 between the President of India acting through Shri/Smt._____ Director, Forward Markets Commission(FMC), Mumbai, Department of Economic Affairs, Ministry of Finance, Govt. of India having its office at Mumbai (hereinafter referred to as FMC which expression shall include its successors and permitted assignees) of the one part

AND

M/s _____ , Mumbai , hereinafter referred to as the Contractor, which expression shall include their successors, nominees, executors, assignees, etc of the OTHER PART and hereinafter represented by Shri/Smt._____

WHEREAS the FMC desires of entrusting contractors the contract for Manpower supply the company deals.

AND WHEREAS M/s_____, Mumbai has agreed to undertake this work on the following terms and conditions:-

NOW THIS INDENTURE WITNESSETH AND IT IS agreed by and between the parties hereinto that:-

1. The contract for the said Manpower services shall be deemed to have come into force on the ___th day of the month of _____ of the year Two Thousand and Thirteen.
2. The persons engaged must be at least Graduate and must have typing speed of 40 words per minute. The person engaged must have the knowledge of MS Office including MS Word, MS Excel and MS Power Point etc.
3. We will pay the wages as indicated in your proposal subject to verification of attendance. The payment shall be on monthly basis on submission of bills after completion of all formalities. Proportionate payments will be paid in respect of worker who absents himself/herself from his/her duties during the month. The contractor will provide manpower supply which may be intimated by us at the beginning of every month at our office which can be increased or decreased as and when the requirements arises on day to day basis as the nature of job is temporary in nature.

4. The workers shall be entitled to only two days weekly off (i.e., Saturday and Sunday) in addition to other gazetted holidays on which the office remains closed. The workers may also be called on Saturday, Sunday and other Gazetted holidays, if required.
5. The contractors shall be fully responsible and answerable to the FMC for the performance of the contract entrusted to them under the contract for Manpower supply, as per the specifications and directions given from time to time.
6. The FMC is awarding this contract relying on the representations made by the Contractor that they have all the legal permission to enter into this contract and that they are fulfilling all the statutory and legal obligations under the prevailing laws.
7. In consideration to the services thus provided by the contractor, the FMC shall pay to the contractor, the payment of wages Rs._____ (Rupees_____ only) inclusive of all charges and Service Tax per person per month.
8. Escalation of wages shall not be accepted on any ground during the period of contract is in force. However, in case the contract is extended further, the enhancement, if any, will be considered only if the tender amount falls short of the minimum wages. The tender amount will be increased proportionately taking into account the minimum wages, EPF, ESI, Service Tax etc. from time to time in accordance with the notification issued by the labour Ministry Government of Maharastra.
9. It may be ensured that the persons engaged are properly verified from Police Authority.
10. The Contractor shall indemnify the FMC and shall at all times keep the FMC indemnified against all the liabilities, claims, losses, thefts or accident claims, damages arising out of the acts in respect of its employees and or any authorized person(s) on its behalf for executing this contract in the FMC premises.
11. The Contractor agree to observe such timings as has been outlined for the different jobs by the FMC, for carrying out the performance of the contract for service, but at no stage shall violate statutory obligations.
12. The Contractor shall, within 7(seven) days from the close of the month, submit the bill for service rendered by them under this contract for service. The payment in respect of contract labour will be as set out in the Contract Labour Policy for different jobs, and it is subject to revision from time to time.

13. The service provider's person shall not claim any benefit/ compensation / absorption/regularization of services with this Department under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. An undertaking from the person to this effect will be required to be submitted by the service provider to this Department.
14. Income tax will be deducted from the Contractor invoices as per statutory requirement.
15. The Contractor shall ensure that all persons employed by them for this contract for service shall be honest, skilled, efficient and conversant with the nature of work. The Contractor shall employ such workmen who will not be nuisance in the premises of the FMC.
16. The Contractor's employees shall be liable for search at entrance and exit.
17. The Contractor will be free to work anywhere else or to undertake any contract provided that he will remain responsible to the FMC for due and efficient execution of the jobs entrusted to him.
18. This contract for service will be for a period of one year and will automatically end, unless renewed.
19. The FMC shall be entitled to supervise the services provided by the Contractor and if it finds that the conduct, behavior and performance of work of any of its worker is unsatisfactory, then the FMC may require the contractor to immediately recall the particular person and substitute him by another and the contractor shall comply with such requirements.
20. The Contractor shall remain liable to comply with all formalities required to be complied with Govt. of Maharashtra or local laws or orders relating to the work done by the agent under this agreement and shall take all necessary steps for obtaining registration and licenses, including renewals thereof. In the event of any contravention of any State or local laws, rules or orders by reason of any act or omission of the contractor, the contractor shall keep the FMC full indemnified against any costs, fines, other penal consequences or financial burden arising there from.
21. The Contractor shall also comply with all labour laws in relation to its employees including payment of minimum wages as laid down by or under any law.
22. This agreement has been made between two independent parties and nothing contained herein shall be construed to imply an employer-employee relationship

between the two parties or to imply that the Contractor is connected with or any associate concern of the FMC.

23. The FMC shall have no relationship whatsoever with the employees of the contractor and it shall be contractor's sole responsibility and discretion as an independent employer to decide remuneration and supervise its employees or terminate their services on such terms and conditions as it may deem fit.
24. The Contractor shall also indemnify and keep the FMC indemnified in the event of an employee making any claim on the FMC, and the Contractor shall be fully responsible for all act or omissions of whatever nature of its employees more specifically regarding intentional damage to the FMC's property.
25. The FMC may forthwith terminate this agreement immediately upon the happening on one or more of the following events:-
    (i) In the opinion of the FMC, the Contractor becomes incapable of carrying out the work under this agreement or performance of duties there under or its position at any time is such as render it inexpedient for it to continue to act as Contractor.
    (ii) There is any alteration in the constitution of the Contractor, unless the FMC agrees to such alteration in writing.
    (iii) If the Contractor fails to carry out any instruction given by the FMC and such failure continues for a period of fourteen days from the date it is brought to the notice of the Contractor in writing by the FMC.
    (iv) If the Contractor commits any act of fraud on the FMC.
    (v) If the employees provided by the Contractor fail to perform satisfactory service in spite of notice.

26. This agreement shall commence from the _____ and shall remain operational for _____ i.e. upto_____ until terminated earlier whether with or without assigning any reason, by FMC by giving the Contractor Fifteen days notice in writing.
27. On the termination of this agreement, the Contractor shall remove his personnel peacefully and without causing any damage to the property of the FMC.
28. This agreement shall be construed as per Indian laws and Delhi Courts will have jurisdiction to settle any dispute arising out of this agreement.
29. In the case of dispute/ difference arising between the FMC and the Contractor, which has not been settled amicably, any party can refer the dispute for arbitration

under the Arbitration and Conciliation Act, 1996. Such dispute shall be referred to sole arbitrator nominated by the Secretary, Department of Legal Affairs, Govt. of India, New Delhi. The provision of Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof, shall apply to these arbitration proceedings. The decision of the arbitrator shall be final and binding upon both the parties.

THE WITNESS WHEREOF THE SAID Ministry AND THE SAID CONTRACTOR have put their respective signatures hereunder:-

For and on behalf of Forward Markets Commission

FIRST PARTY SECOND PARTY

Director

Forward Markets Commission, Mumbai

Witness 1

Witness 2