

**TARIFF AUTHORITY FOR MAJOR PORTS,  
(GOVT.OF INDIA, MINISTRY OF SHIPPING)  
4<sup>TH</sup> FLOOR, BHANDAR BHAVAN, M.P.ROAD, MAZGAON,  
MUMBAI-10**

**F.No: No. D-24012/1/2007-TAMP[501]**

**Dated: 19.06.2014**

**TENDER NOTICE**

**Subject: Outsourcing of services of LDC, Stenographers, Receptionist & Peons for 2 years - tender enquiry as per requirement**

1. Sealed tenders (in two parts i.e. "Technical Bid" and "Financial Bid") are invited from experienced and reputed manpower service provider agencies for services of LDC, Stenographers, Receptionist & Peons in the Tariff Authority for Major Ports, Mumbai. (TAMP). The details regarding the engagement of the workmen is as under:
2. The persons required to work as LDC, Stenographers, Receptionist & Peons should have requisite qualifications as required for their nature of duties and be able to communicate in Hindi and English. All the personnel should be fit and healthy and capable of carrying out the allocated work.
3. The period of contract is for 2 years, and can be extended based on satisfactory performance, by amendment of the original contract as may be mutually agreed to, and also subject to necessary approval of Competent Authority.
4. Service charges and rates quoted by the agency would be valid for a period of two year only. No requests will be entertained for increasing the rates during the validity of the contract. Statutory increase in wages and/ or DA etc. is to be absorbed by the Agency, if any changes take place during the contract period.
5. The manpower will have to be supplied by the Agency immediately on award of Contract.
6. For detailed Terms and conditions please refer **Annexure - I**.
7. **Only those who fulfill the following minimum criteria need submit their bids:**
  - (a) The manpower service provider Agency should have been in existence for not less than five years.
  - (b) The Agency should have been registered with the Government authorities concerned and a copy of each of the registrations shall be attached with the bid. The attested photo copies of Work Contract Cell Registration issued by Sales Tax Department, Valid Tax Clearance Certificate issued by the Work Contract Cell of the Sales Tax Department, registration with the labour department under contract Labour (Regulation and Abolition) Act 1970. Proof of man power supply experience (preferably) of three years to Government/ Public Sector must be attached with this tender.

- (c) The Agency should have PAN number and Sales Tax/ Service Tax registration and the proof in this regard may be attached with the bid. Tax certificate if an assessee under Income Tax department in support of his/her identity should also be furnished.
- (d) The Tenderer shall have to produce documentary proof i.e. Ration Card, Telephone Bill, Electricity Bill and attested copies of the Registration number of the firm, Provident Fund Account Number allotted by the Provident Fund Commissioner & ESI number.
- (e) The Agency should not have been black-listed by any organization, undertaking to this effect is required to be submitted by the tenderer.
- (f) It should be willing to take up the Contract on the terms and conditions specified at **Annexure - I**.

8. An earnest money deposit of Rs.5,000/- (Rupees five thousand only) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque in favour of "**Tariff Authority for Major Ports**" must be submitted along with technical bid, failing which the bid shall not be considered. EMD of unsuccessful bidders will be refunded without any interest there on, after finalization of the contract.

#### **Instructions to Tenderer:**

1. The tender documents should be submitted in two sealed covers/ as explained under:
- (A) The first sealed cover should be superscripted "**Technical Bid**" and should contain:
- (i) The Performa at **Annexure II** for Technical Bid duly filled in stamped and signed by the tenderer.
- (ii) The Agency's profile including details and supporting documents relating to their previous experience of supplying manpower to Government Ministries/ Departments, etc.
- (iii) Stamped & Signed copy of **Annexure – I** for acceptance of terms and conditions.
- (iv) Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque worth Rs.5,000/- (Rupees five Thousand only) in favour of "**Tariff Authority for Major Ports**, payable at Mumbai.
- (v) Any other documents considered necessary by the tenderer in support of their bid.
- (B) The second sealed cover super scribed "**Financial Bid**" should contain only Service charges per month per person and other charges, if any, per month. Service tax applicable from time to time will be paid.
- (C) Both sealed covers should be placed in the main sealed envelope super scribed 'Tender for Outsourcing of services of manpower'. The sealed tenders must be submitted in the name of **Section Officer, Tariff Authority for Major Ports, 4<sup>th</sup> floor, Bhandar Bhavan, M.P.Road, Mazgaon, Mumbai – 400 010** and should be sent by post or hand-delivered/deposited in the Tender Box kept for the purpose in the Authority's office by **03.00 PM on 15.07.2014**. Tenders received after the prescribed due date and time will not be entertained.

(D) The Tender Opening Committee will open the technical bids at **03.30 PM on 15.07.2014** in this office in the presence of participating bidders, who may like to be present.

(E) The Technical Evaluation Committee will assess the ability of the agencies to supply the requisite number of personnel based on its record, profile and on such other criteria as it may fix." **Financial Bids** of only those of the bidders will be opened whose Technical Bids are found to be fit in the assessment of the Technical Evaluation Committee.

### **Award**

1. Successful bidder has to sign a contract with TAMP.
2. Successful bidder has to deposit security deposit equivalent to one month's bill amount, as will be approved. EMD will be released subsequently without any interest there on.

Administrative Officer  
Tariff Authority for Major Ports, Mumbai

**Terms and Conditions for award of contract to provide the services of LDC, Stenographers, Receptionist & Peons**

1. All services shall be performed by persons qualified to serve as per his position.
2. The persons engaged by the Agency should not have any Police records/ criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of each person recommended by them. The character and antecedents of each person provided by the service provider Agency will be got verified by the service provider Agency before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, past work experience, proof of residence and recent photograph and a certification to this effect will be submitted to this Institute by the service provider Agency. The service provider Agency will also ensure that the personnel deployed are medically fit and will keep a record a certificate of their medical fitness, The service provider Agency shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
3. The service provider Agency shall engage necessary persons as required by the TAMP from time to time. The said persons engaged by the service provider Agency shall be the employees of the service provider Agency and it shall be the duty of the service provider Agency to pay their wages every month. **There is no master & servant relationship between the employees of the service provider Agency and this Authority and further that the said persons of the agency shall not claim any absorption.**
4. The service provider Agency's persons shall not claim any benefit/ compensation/ absorption/ regularization of services from this Authority under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider Agency to this Authority.
5. The persons of the service provider Agency shall not divulge or disclose to any persons any details of office, operation process, and technical know how, security arrangements, administrative/ organizational matters.
6. The service provider Agency's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote and enhance the image of this Authority. Service provider Agency shall be responsible for any act of indiscipline on the part of the persons deployed by him.
7. The persons deputed by service provider Agency shall not be below the age of 18 years.
8. They shall not interfere with the duties of the employees of this Authority.

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

10. The service provider Agency shall ensure proper conduct of his persons inside the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and tobacco or any other prohibited substances.

11. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider Agency shall be the responsibility of the service provider Agency.

12. The personnel deployed should work Monday to Friday i.e., five days in a week and his working hours would be normally from 9.00 A.M. to 6.00 P.M. during working days including 0.30 Hrs.' lunch break between 1.00 P.M. to 1.30 P.M.

13. The service provider 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 from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and this office shall not incur any liability for any expenditure, whatsoever on the persons employed by the Agency on account of any obligation.

14. The service provider Agency will submit the Pre-receipted bill in triplicate along with the challan copies for payment of EPF, ESI etc. **also the copies of cheques paid to employees during previous month with signature for receiving the same should be enclosed**, without which bill will not be considered for payment, in such a case it will be the responsibility of the contractor to make payments to the concerned employees within the stipulated time. The payment will be made after deduction of taxes deductible at source under the law in force.

15. Payments to the service provider Agency would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill prepared by the service provider Agency.

16. No wages will be paid to any person deputed by the service provider Agency in respect of the day(s) of absence from duty.

17. The service provider Agency will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of this Authority.

18. The service provider Agency shall provide a substitute in advance if there is any probability of the persons leaving the job due to his/ her own personal reason. The payment in respect of the overlapping period of the substitute shall be responsibility of the service provider Agency.

19. The service provider Agency shall be contactable at all times and shall acknowledge immediately messages received on the same day. The service provider Agency shall strictly observe the instructions issued by the Authority in fulfillment of the contract from time to time.

20. This Authority 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 Agency.

21. That the Agency on its part and through its own resources shall ensure that, the goods, materials and equipments etc., are not damaged in the process of carrying out the services undertaken by it and shall be responsible for any act (s) of commission or omission on the part of its staff and its employees, etc. If this Authority suffers any loss or damage on account of negligence, defaults or theft on the part of the employees/ Agents of the Agency, then the Agency shall be liable to reimburse to this Authority for the same. The Agency shall keep this Authority fully indemnified against any such loss or damage.

22. Attendance of the staff deployed by the contractor will be signed in the register provided by the contractor. This Authority will monitor the attendance of the personnel deployed by the agency on the basis of which wages/ remuneration will be decided in respect of the person/s at the approved and agreed rates.

23. The successful bidder shall furnish a Performance Security deposit equivalent to one month salary of Engaged Man Power in the form of Account Payee Demand Draft or Banker's Cheque in favour of "The Drawing & Disbursing Officer, TAMP, Mumbai" safeguarding the interest of this Authority in all respects. The Performance Security deposit will be forfeited in case of supply of manpower being delayed beyond the period stipulated by this Authority or non-compliance of the terms of agreement by the service provider Agency or owing to frequent absence from duty/ misconduct on part of manpower supplied by the Agency and the same will be refunded/returned on termination of the contract without any interest there on.

24. The successful bidder will enter into an agreement with this Authority for supply of suitable manpower as per the requirement of this Authority on these aforesaid terms and conditions on non-judicial stamp paper of ₹ 100/-. The agreement will be valid for a period of two year commencing from the date of signing of the Contract of Agreement and shall continue to be in force in the same manner, unless terminated in writing. The service charge/ rates quoted by the Agency shall be fixed for a period of two year and no request for any change/ modification in service charge/rates shall be entertained before expiry of the period of one year. Any statutory increase in the wages/ D. A., etc. is to be absorbed by the service provider Agency. The Contract of Agreement is extendable by six months subject to satisfactory performance of the Agency and such amendments as may be mutually agreed to,

25. The service provider Agency shall not assign, transfer, pledge or sublet the contract, without the prior written consent of this Authority.

26. However, the Contract of Agreement can be terminated by either party giving one-month's notice in advance. If the Agency fails to give one-month' notice in writing for termination of the Contract of Agreement then one-month's wages, etc. and any amount due to the Agency from this Authority shall be forfeited.

27. That 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 under intimation to this Authority. In case of any dispute on account of termination of employment or non-employment by the personnel of the Agency, it shall be the entire responsibility of the Agency to pay and settle the same.

28. In the event of any dispute(s) arising touching any of the clauses of the Contract of Agreement, the decision of the Chairman of this Authority or the officer authorized by the Authority will be binding on both the parties.

**Scope of the work of LDC, Stenographers, Receptionist & Peons**

All work (s) which are done by regular staff in the same capacity borne on the establishment of this Authority.

Administrative Officer

**Technical Bid for providing servicing of Peons**

S.No	Particulars	To be filled in by the tenderer
1.	Name of the Tender Agency:	
2.	Details of EMD: (i) Amount (ii) Draft/ FDR/Bankers Cheque/BG Number (iii) Date (iv) Issuing Bank	
3.	Date of establishment of the Agency:	
4.	Detailed office address of the Agency with Office Telephone Number, FAX Number, Mobile Number and the name of the contact person with e-mail id	
5.	Name and address of the Director/owner of the agency with Tel. / Mobile No and e-mail id	
6.	Whether registered with all concerned Government authorities (Labour License no /EPF/ESI/ Registration Number under the Shops & Estt. Act etc.)	
7.	Length of similar experience in the field with documentary evidence.	
8.	Enclose an affidavit duly certified by the Notary at the location of the agency /head quarter, that the tenderer has never been black listed or punished by any court for any criminal offence/breach of contract and that no police, vigilance enquiry / criminal case is pending.	
9.	Experience in dealing with Government Departments (here, indicate the names of the Departments and attach copies of contracts/ orders placed on the agency)	
10.	Whether a copy of the terms and conditions (Annexure-I) duly signed, in token of acceptance of the same is attached?	
11.	Whether Agency Profile is attached?	



S.No	Particulars	To be filled in by the tenderer
12.	List of other clients (may attach separate sheet):	
13.	Service Tax Registration No.:	
14.	Proof of financial status of the agency in form of balance sheet for the last three years:	
15.	Enclose the details of the workforce with infrastructure facilities:	
16.	Name and addresses of two responsible persons of standing from whom credentials of the agencies can be verified	
17.	Details of the contract with any two Govt./Public sector etc. with contact person's name &tel./cell No. etc.:	
18.	Copy of PAN card enclosed	Yes / No
19.	Any other relevant document, desired by the tenderer	

**Note: It is mandatory to attach the attested copy of required certificates/proof with above information.**

**Date & Place**

**(Name & Seal of the authorized signatory of the agency)**

**ANNEXURE III**

**Manpower on Contract – Price Bid  
(To be filled and submitted by the Manpower Agency)**

Sr. No	Details of Personnel	Wages (for one personnel per month only)
1.	Peon/ LDC/Stenographer/Receptionist  a- Minimum wages as per wages act b- ESI- as per rule in force c- EPF- as per rule in force	Will be decided by the Authority in consultation with the Contractor.
2.	Service Charges, per month per person in ₹	As applicable
3.	Service Tax, per month @ (%)	
4.	Any other charges, if any, per month- Pls specify	

**Note: Attach the latest G.O of state/central govt. regarding Minimum wages**

**Date & Place**

**(Name & Seal of the authorized signatory of the agency)**