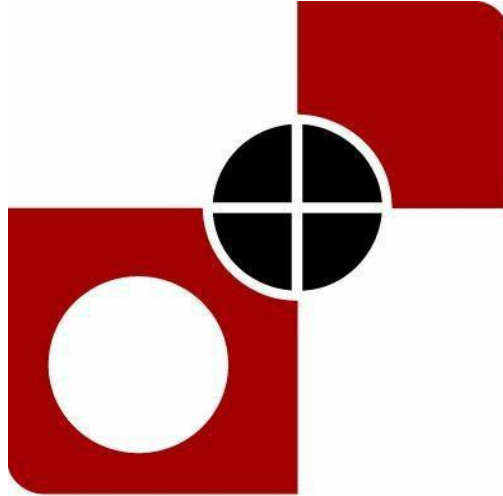


SECURITY PRINTING AND MINTING CORPORATION OF INDIA LIMITED,
NEW DELHI

(A Mini Ratna, Category -1, CPSE, Wholly Owned by Government of India.)



TENDER DOCUMENT FOR ENGAGING AGENCY TO PROVIDE
MANPOWER SERVICES

Tender No.CHO(HR)/Manpower /Admn/351-18/1

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**TENDER DOCUMENT FOR “ENGAGING AN AGENCY TO PROVIDE
MANPOWER SERVICES”**

Tender No.CHO(HR)/Manpower /Admn/351-18/1

Dated:-- 23.08.2018

This Tender Document Contain 32 Pages

Tender Documents is sold to:

M/s _____
Address _____

Details of Contact person in SPMCIL regarding this tender:

Name, Designation : Sh. Prakash Kumar, Dy. Manager (HR)

Correspondence Address : Security Printing and Minting Corporation of
India Ltd, 1st Floor, Jawahar Vyapar Bhawan
New Delhi

Phone : 011-43582210

Fax : 011-43582287

Email : Prakash.kumar@spmcil.com

NOTICE INVITING TENDER**Tender No.CHO(HR)/Manpower /Admn/351-18/1****Dated: -- 23.08.2018**

1. Sealed tenders are invited from eligible and qualified tenderers for providing following Manpower services.

Brief Description of Goods/ Services	QUANTITY	Earnest Money (in Rs.) Remarks
ENGAGING AGENCY TO PROVIDE MANPOWER SERVICES	(I) Assistant: 30 nos. Each per day (ii) Driver: 03 nos.Each per day (iii) 04 nos. Housekeeping Manpower & 26 nos Office Boy: Total 30 nos.Each per day (iv) Security Guards (Without Arms) : 06 nos.Each per day Grand Total -69 nos.Manpower	5,00000/- (Five Lakhs only)
Type of Tender	Three Bid, National Competitive Bidding	
Dates of sale of tender documents	From 23.08.2018 to 24.09.2018 during office hours.	
Price of the Tender Document	Rs. 590/- per set (including GST)	
Closing date and time for receipt of tenders	Up to 15.00 Hrs till 24.09.2018	
Time and date of opening of tender	At 15.30 Hrs on 24.09.2018	
Place of opening of tenders	Security Printing and Minting Corporation of India Ltd, 1 st Floor ,Jawahar Vyapar Bhawan ,STC, Janpath New Delhi	
Nominated Person/ Designation to receive Bulky Tenders	Prakash kumar,Dy Manager (HR)	

- Bidder may visit our website at <https://spmci.com> for further details.
- Tender documents can be downloaded and cost/price of tender document should only be submitted along with the tender in the form of account payee demand draft/ cashier's cheque/certified cheque, drawn on a scheduled commercial bank in India, in favour of Security Printing and Minting Corporation of India Ltd payable at New Delhi.
- Tenderer may also download the tender documents from the website www.spmci.com and submit tenders by utilizing the downloaded document, along with the required non-refundable fee as mentioned in para 3 above.
- Tenderers shall ensure that their tenders, duly sealed & signed complete in all respects, as per instructions contained in this tender document are dropped in the tender box located at the address given below on or before the closing date and time indicated in the Para 1 above, failing which the tenders will be treated as late and rejected.
- In the event of any of the above mentioned dates being declared as a holiday/ closed day for the Organization, the tenders will be received/ opened on the next working day at the appointed time.

7. Tender by Telegram/Fax/E-mail shall not be accepted. Tender by Post/Hand/courier received on or before the due date and time shall be accepted. Postal delay/delay by courier service etc. shall not be condoned.
8. The tender documents are not transferable.
9. No Conditional Tender shall be accepted.
10. As per the amendments to Companies Act 2013, companies are required to make certain disclosure pertaining to vendors registered under Micro, Small and Medium Enterprises Development Act 2006 (MSMED Act 2006). If your firm/company is registered under MSMED Act 2006, please attaché a copy of the registration certificate.
11. Security Printing and Minting Corporation of India Ltd reserves the right to accept any tender and to reject any or all tenders, to accept in part or in full any tender or reject any tender without assigning any reason or to cancel the tendering process and reject all tenders at any time prior to award of contract, without incurring any liability, what so ever to the affected tenderer or tenderers.
12. Any security breach by the contractor, will lead to:
 - a. Termination of Contract.
 - b. Payment of Damages.
13. Service Providers or their nominees may be present at the time of opening of the tender. Authorized representatives of the tenderers, who have submitted tenders on time may attend the tender opening, provided they bring with them letters of authority as per the format in SBD XVII from the corresponding tenderers.

Note:

1. All other terms and conditions of NIT (including GIT, SIT, GCC and SCC) shall remain as per SPMCIL procurement manual.
2. General instructions to tenderer (GIT) and General Conditions of contract (GCC) shall also form a part of this tender document.

For details regarding GIT and GCC please refer links as below:

<http://www.spmcil.com/spmcil/UploadDocument/GIT.pdf>

<http://www.spmcil.com/spmcil/UploadDocument/GCC.pdf>

SECTION - I to XIX: APPLICABLE, EXCEPT SECTION: XIII & XVIII.

SECTION - XIII BANK GUARANTEE FORM FOR EMD: NOT APPLICABLE

SECTION - XVIII SHIPPING ARRANGEMENTS FOR LINER CARGOES: NOT APPLICABLE

Prakash Kumar

Dy. Manager (HR)

CORRESPONDENCE ADDRESS:

Security Printing and Minting Corporation of India Ltd

1st Floor, Jawahar Vyapar Bhawan, JANPATH ,New Delhi -110 001

www.spmcil.com

Ph: 011-43582210

Email: prakash.kumar@spmcil.com

GENERAL INSTRUCTIONS TO TENDERERS (GIT)

Kindly refer <http://www.spmcil.com/spmcil/uploaddocument/git.pdf> for further details.

(GIT Contains 32 pages)

SPECIAL INSTRUCTIONS TO TENDERER (SIT)

The following Special Instructions to Tenderers will apply for this purchase. These special instructions will modify/ substitute/ supplement the corresponding General Instructions to Tenderers (GIT) incorporated in Section II. The corresponding GIT clause numbers have also been indicated in the text below:

In case of any conflict between the provision in the GIT and that in the SIT, the provision contained in the SIT shall prevail.

S. No.	GIT Clause No.	Topic	SIT Provision
1	11.2	Tender Currency	Supplier is requested to quote price within 2 Decimal places. Quotation with price quote beyond 2 decimal places will be ignored.
2	14	PVC Clause & Formula	The periodic Minimum Wage/VDA increase as and when notified by the Central Government or State Government as applicable whichever is higher, will be payable to the Manpower deployed. The Minimum Wages of Rs.16770/- per month for Assistant, Rs.16770/- per month for Driver have been taken as per the order No.1/10(2)/2018-LS-II dated 03/04/2018, the minimum wages of Rs.14378/- per month for Office Boy & Housekeeping Manpower have taken as per order No.1/10(5)/2018-LS-II dated 03/04/2018 and the Minimum wages of Rs.17498/- per month for Security Guard(Without arms) has been taken as per Order No.1/10(6)/2018-LS-II dated 03/04/2018.All above Minimum wages notified by Ministry of Labour & Employment, Chief Labour Comissioner (C), Govt. of India. Minimum wages as notified by Delhi Government has not been taken due to recent Delhi High Court Judgment.
3	18	Earnest Money Deposit (EMD)	Tender should be accompanied with Earnest Money Deposit (Non-interest bearing) as prescribed against the schedule in the forms as given below. (a) Account Payee Demand Draft or (b) Fixed Deposit Receipt of any Scheduled commercial bank in India or (c) Banker's cheque. The earnest money shall be valid for a period of forty five days beyond the validity period of the tender.
4	19	Tender Validity	Tenders shall remain valid for acceptance for a period of 180 days from the date of opening of Pre-Qualification Bid.
5	20.4	Number of Copies of Tenders to be submitted	One Original copy
6	20.8	Signing and Sealing of tender	(I) Pre-Qualification bid, (II) Technical bid and (III) Financial bid are to be submitted in three separate doubled sealed envelopes on or before the due date of submission of tenders. It may be noted that the price is not to be quoted either in the pre-qualification or in technical Bid. It shall only be quoted in price bid. Non-adherence to this shall be making tender liable for rejection. The envelopes containing bids shall be super-scribed Pre-qualification bid, Technical bid and Price

bid. The sealed envelopes shall again be put in another sealed cover and should be super-scribed with the words “**TENDER DOCUMENT FOR ENGAGING AGENCY TO PROVIDE MANPOWER SERVICES**” and **TENDER** number CHO(HR)/Manpower/Admn/351-18/1 with mentioning on the Envelop that it contains Pre-Qualification Bid, Technical - Bid, Price Bid indicating NIT Date & Due date and to be addressed to the Dy. Manager(HR), SPMCIL, 1st Floor, Jawahar Vyapar Bhawan, Janpath, New Delhi 110 001 and be dropped in the Tender Box kept at Reception of 1st Floor, SPMCIL, Jawahar Vyapar Bhawan, Janpath, New Delhi 110 001.

Note- Tender received without Earnest money and Tender cost shall not be evaluated and will be rejected. MSE firms are exempted from EMD and Tender document fees.

Tenders shall be submitted in Part I,II and III alongwith documents as detailed below in sealed separate cover:-

PART I: PRE-QUALIFICATION BID –

A) For MSE Firms:

- i) Employee Provident Fund Registration related documents.
- ii) ESIC registration related documents.
- iii) GST registration related documents.
- iv) Copy of Permanent Account Number (PAN Card).
- v) Declaration to provide Labour License after award of contract.
- vi) Copy of valid Firm Registration
- vii) Valid License to supply Security Guards without arms.
- viii) Power of Attorney/ Authorization with the seal of the company of person signing the tender documents.
- ix) Duly filled in Tender Form as per Section X. No price details to be given in this tender.
- x) Bidder shall submit the documents for the capability criteria as per Section- IX.

B) For Non-MSE Firms:

- i) EMD and Tender document fees as per NIT
- ii) Employee Provident Fund Registration related documents.
- iii) ESIC registration related documents.
- iv) GST registration related documents
- v) Copy of Permanent Account Number (PAN Card).
- vi) Declaration to provide Labour License after award of contract.
- vii) Copy of valid Firm Registration
- viii) Valid License to supply Security Guards without arms.
- ix) Power of Attorney/ Authorization with the seal of the company of person signing the tender documents.
- x) Duly filled in Tender Form as per Section X. No price details to be given in this tender.
- xi) Experience & Past Performance certificates and capability documents as per PQ criteria section - IX of this tender document.

			<p>xii) All financial standing data should be certified by C.A. for financial year 2014-15, 2015-16 & 2016-17 as per Section-IX.</p> <p><u>PART II: TECHNICAL - BID -</u></p> <p>i. The tenderer shall submit the acceptance of list of requirement as per Section VI of this tender document.</p> <p>ii. The tenderer shall submit the acceptance of Technical specification as per Section VII of this tender document.</p> <p>iii. The tenderer has to submit the acceptance of all terms & conditions of the tender document without any deviation.</p> <p>iv. The tenderer has to submit acceptance of all sections of this tender document (GIT, SIT, SCC, Tender form, Questionnaire, etc.)</p> <p>v. Blank Price Bid.</p> <p><u>PART- III: PRICE</u> BID - The bidders shall quote the price as per the format given in Section XI of this tender document.</p>
7	20.9	Award of contract	<p>(i) In case more than one firm found L1, then the work will be awarded to tenderer which has higher (Average) Annual Turnover as per Audited Financial Statements has submitted by the firm for the last three Financial years ending 31st March 2017.</p> <p>(ii)) In case there are more than one L-2, the L-2 may be decided as per Clause 7(i) above and L-3 and L-4 and so on.</p>
8	33	Evaluation	<p>Evaluation shall be done on the basis of all inclusive service charges in % (Service charge includes Commission of service provider, Bonus payable to deployed manpower, Uniform and any other charges/responsibility as per labour laws of service provider. The lowest service charges % quoted shall be awarded the contract.</p>
9	43	Parallel Contract	<p>The company intends to engage one agency for this tender. However, SPMCIL reserves its right to conclude parallel contracts with more than one bidder.</p> <p>30% of work may be awarded to L-2 tenderer provided the L-2 matches the price of L-1 tenderer. In case there are more than one L-2, then L-2 shall be decided per Clause 7 of Special Instruction to Tenderer. The 30% of work (Category of Manpower) to L-2 will be decided by the Management.</p>

GENERAL CONDITIONS OF CONTRACT (GCC)

Kindly refer <http://www.spmcil.com/spmcil/uploaddocument/gcc.pdf> for further details.

(GCC Contains 28 pages)

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) will apply for this purchase. The corresponding clauses of General conditions of Contract (GCC) relating to the SCC stipulations have also been incorporated below. These Special conditions will modify/ substitute/ supplement the corresponding (GCC) clauses.

Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

(Clauses of GCC listed below include a possibility for variation in their provisions through SCC. There could be other clauses in SCC as deemed fit.)

S. No.	GCC Clause No.	Topic	SCC Provision
1	6	Performance Bond/ Security	The contractor shall furnish the performance security amount/ Security Deposit (S.D) (10% of the ordered value) valid up to sixty days after the date of completion of all contractual obligations by the supplier, before executing the contract after issue of LOI/Work order by SPMCIL. SD is to be submitted in favour of Security Printing & Minting Corporation of India Ltd payable at New Delhi. The performance security will be returned without any interest to successful tenderer after the completion of all contractual obligations. In case of increase in minimum wages, the contractor is liable to deposit additional security deposit @ 10 % for the increase in the value of contract. EMD shall be refunded/returned immediately after receipt of SD/Performance Guarantee.
2	10.1	Terms of Delivery	Required manpower must be deployed immediately and not later than Fifteen days (15) from the date of issue of Letter of Intent/work Order whichever is earlier.
3	19.3	Option Clause	The purchaser reserves the right to increase the period of services by 25% at any time, till final date of completion of the contract.
4	22, 22.1, 22.2, 22.3, 22.4, 22.6	Terms and Mode of Payment	Payment of Minimum wages for Manpower shall not be less than the minimum wages notified from time to time by Delhi Government or Central Government whichever is higher as applicable from time to time. The Minimum Wages of Rs.16770/- per month for Assistant, Rs.16770/- per month for Driver have been taken as per the order No.1/10(2)/2018-LS-II dated 03/04/2018, the Minimum wages of Rs.14378/- per month for Office Boy & Housekeeping Manpower have been taken as per order No.1/10(5)/2018-LS-II dated 03/04/2018 and the minimum wages of Rs.17498/- per month for Security Guard(Without arms) has been taken as per Order No.1/10(6)/2018-LS-II dated 03/04/2018. All above as per the

			<p>Minimum wages notified by Ministry of Labour & Employment, Chief Labour Commissioner (C), Govt. of India. Minimum wages as notified by Delhi Government has not been taken due to recent Delhi High Court Judgment.</p> <p>Each monthly bill must accompany the following duly signed documents by the contractor:</p> <ol style="list-style-type: none"> a) Attendance sheet of employees deployed for the month. b) Payment sheet/wages / salary sheet. c) Bank transfer details of wages/salary paid and a copy of pay salary/wages slip. d) ESIC Challan e) PF Challan f) ECR by EPFO <p>The payment(s) shall be made to the contractor through RTGS/NEFT and are subject to deduction of tax(s), Cess levy by any Government as per rules from time to time and will be made after the completion of every month on completion of the assigned work and after certification by user Section/Competent Authority. The bill must be submitted in triplicate. Further, the agency shall furnish a copy deposition of monthly EPF/ESI challans/ returns etc. with next bill, failing which amount as deemed fit by Security Printing and Minting Corporation of India Ltd. shall be with-held from the bill. Any variation will be adjusted from the next bill. Any deviation as reported by the supervisor will be taken care separately during the next month. The required strength of manpower for various works shall be as per actual manpower deployment and any increase/decrease there by in the actual manpower deployed shall increase/reduce the payment to be made proportionately as per rates given in the agreement.</p>
5	24.1	Quantum of LD	<p>If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame incorporated in the contract. SPMCIL shall, without prejudice to other rights and remedies available to SPMCIL under the contract, deduct from contract price, as liquidated damages, as sum equivalent to the 0.5% of the delivered price of the delayed goods and/or services for each week of delay or part thereof until actual delivery or performance, subject to a maximum deduction of the 10% of the delayed goods or services contract price(s). During the above mentioned delayed period of supply and/or performance, the conditions incorporated under GCC sub-clause 23.4 shall also apply.</p>
6	33.1	Resolution of Disputes	<p>If dispute or difference of any kind shall arise between SPMCIL and the contractor in connection with or relating the contract, the parties shall make every effort to resolve the same amicably by mutual consultations. If the parties fail to resolve</p>

			<p>their dispute or difference by such mutual consultation within 21 days of its occurrence, then, unless otherwise provided in the SCC, either SPMCIL or the supplier may seek recourse to settlement of disputes through arbitration Act as per Clause 33.2. (GCC) of the SPMCIL Procurement Manual (refer note no.2 on page 5 under NIT).</p>
7		Penalties	<p>i. The Contractor shall disburse monthly payment to its deployed manpower latest by 10th of every month, failing which penalty of Rs.1000/- per day will be imposed up to 20th of the month and thereafter the contract shall liable to be terminated. Security Deposit/Performance Bank Guarantee shall be forfeited and will be en-cashed and in such events SPMCIL will have the power to appoint any other agency to carry out works as per scope of work under this contract at the risk and cost of the Contractor.</p> <p>ii. Whenever and wherever it is found that the assigned work is not performed up to the entire satisfaction of the SPMCIL, it will be brought to the notice of Contractor by the SPMCIL and if no action is taken immediately, penalty of Rs.1000/- per day per complaint will be imposed by invoking penalty clause.</p> <p>iii. The Contractor has to maintain adequate number of manpower as per this contract and also arrange a pool of standby manpower of requisite qualifications. If deployment of manpower is below 90% of total manpower to be deployed per day, a penalty of Rs. 100/- per day per absentee shall be levied on the contractor.</p> <p>iv. In case the Contractor fails to fulfill the statutory requirements as per the conditions of the tender document and fails to produce the concerned documents, it shall be treated as breach of the Contract and the Contractor is liable to be blacklisted by the SPMCIL, in addition to forfeiture of Performance Security Deposit, monthly bills that are due to the firm.</p> <p>v. In case of breach of any conditions of the contract and for all types of losses caused including excess cost due to hiring services in the event of Contractor failing to provide requisitioned number of manpower, the SPMCIL shall make deductions at double the rate on pro rata basis from the bills preferred by the Contractor or that may become due to the Contractor under this or any other contractor from the security deposit or may be demanded from him to be paid within seven days to the credit of the SPMCIL.</p> <p>vi. Non-compliance of any tender conditions may also lead to deduction of service charge for the month and decision of SPMCIL management shall be final and binding.</p> <p>vii. The Contractor must ensure that all the manpower deployed are punctual in office timings and/or wear</p>

			<p>uniform in proper dress code failing which penalty of Rs. 50/- per person per day in each case shall be deducted from the monthly bill.</p> <p>viii. Any absentees of Manpower beyond three days, the contractor has to provide replacement failing which Rs.100/- additionally per person per day in each case shall be deducted from the monthly bill.</p>
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LIST OF REQUIREMENTS

Brief Description of Goods/ Services	QUANTITY	Earnest Money (in Rs.)
ENGAGING AGENCY TO PROVIDE MANPOWER SERVICES	(1) Assistant: 30 nos.Each per day (2) Driver: 03 nos.Each per day (3) 04 nos. Housekeeping Manpower & 26 Office Boy: Total 30 nos.Each per day (4) Security Guards (Without Arms) : 06 nos.Each per day GRAND TOTAL: 69 nos.Manpower Each Per Day	5,00000/- (Five Lakhs)

1. TENTATIVE DAILY REQUIREMENT:

- a) Assistant : 30 nos.Each per day
 b) Drivers : 03 nos.Each per day
 c) Housekeeping Manpower/ Office Boy : 04 nos.Each per day/ 26 Each per day (Total 30 nos)
 d) Security Guard (without arms) : 06* nos.Each per day

*One post of Security Guard will be required to be manned round the clock basis.

NOTE: Quantities mentioned above are illustrative / indicative and not exhaustive; the actual requirement may vary (increase / decrease) as per the need.

2. Age Limit : :The Manpower deployed shall be between 18 years of age to 55 Years for all categories.
3. Place of Work:
 Security Printing & Minting Corporation of India Ltd,
 16th Floor and 1st Floor, Jawahar Vyapar Bhawan,
 Janpath, New Delhi – 110 001
4. Period of Contract: For two years (2 yrs) .

TECHNICAL SPECIFICATIONS

SCOPE OF WORK OF CONTRACT

Security Printing and Minting Corporation of India Ltd. (SPMCIL) intends to hire suitable and trained - Assistant, Driver, Office Boy/Housekeeping Manpower and Security Guard (without arms) for a period of Two year (2yrs) to be deployed at corporate office- Janpath, N Delhi.

1. TERMS AND CONDITIONS :-

- 1.1 The Contractor must fulfill all the provisions/conditions required under the following Acts;
The Contract Labour (Regulation & Abolition) Act, 1970
The Minimum Wages Act, 1948
The Payment of Wages Act, 1936
The Employee Provident Fund & Misc. Provisions Act, 1936
The Employee Estate Insurance Act, 1948
The Industrial Dispute Act, 1947
The Employees Compensation Act, 1923
The Shops and Establishment Act
The payment of Bonus Act,
and any other laws as applicable
- 1.2 The Contractor shall submit periodical returns as may be specified from time to time.
- 1.3 The Contractor shall maintain complete official records as per aforesaid labour laws/Acts in respect of all the contract labour deployed in SPMCIL Premises.
- 1.4 The Contractor shall maintain a personal file in respect to their staff who are deployed in SPMCIL office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary/ Permanent) and all grievances recorded by the staff vis-a-vis action taken etc.
- 1.5 Employees of the Contractor shall follow the office timings from - 09.00 AM to 05.30 PM with lunch break 1.30 PM to 2.00 PM, (Monday to Saturday) except housekeeping manpower/office Boy and Security guards who are required to attend office one hour before the schedule office time. However, Manpower supplied may be deployed on other timings also as per requirement.
- 1.6 Agency should provide Police Verification before deployment of Manpower.
- 1.7 That the agency shall deploy suitable personnel at all relevant time for rendering services and shall further maintain a list of the reserves police verification of manpower duly complied for replacement and supplement the strength at short notice as per work experiences.
- 1.8 The Security Deposit shall be returned to the contractor on the expiry of the contract period on (contractor/ agency) furnishing the usual clearance/ No Demand Certificate.
- 1.9 The rates quoted shall remain fixed throughout the entire period of the contract. The said rate shall be quoted keeping in the mind that the statutory compliance of all labour laws/ regulations must be complied by the contractor/agency.

- 1.10 The agency shall quote its commission in the form of service charges (in percentage only in the price bid) including Bonus, Uniform etc. per Manpower per Month for providing services in the price bid document.
- 1.11 The agency shall provide uniform to all category of Manpower deployed.
- 1.12 The agency shall pay at its cost applicable Bonus as per Payment of Bonus Act to the Manpower deployed and provide disbursement details of Bonus to the company alongwith bank transfer details when become due.
- 1.13 The agency should make suitable arrangement for supervision of the manpower deployed and other related works.
- 1.14 The agency shall ensure that their staff deployed for service in Security Printing and Minting Corporation of India Ltd. premises shall be available during their duty hours and they shall not leave their place of duty without authorization.
- 1.15 The Contractor shall not engage any sub-contractor or transfer the contract to any other person.
- 1.16 Security Printing and Minting Corporation of India Ltd., New Delhi is not responsible for any dispute of manpower deployed by the contractor, and the manpower so deployed shall not be in any way is the employees of Security Printing and Minting Corporation of India Ltd., New Delhi.
- 1.17 Contractor will be responsible for making the payment directly to the deployed manpower through bank transfer only latest by 10th of every month.
- 1.18 The Contractor firm shall be responsible for all injuries and accidents to persons employed by him. In the event of injury, illness or mis-happening to any manpower deployed, Security Printing and Minting Corporation of India Ltd., New Delhi (the company) will not be liable to pay any compensation.
- 1.19 Contractor shall have to engage the required number of manpower and in case required number is not available on any day without proper and acceptable reason Security Printing and Minting Corporation of India Ltd., New Delhi can impose penalty on Contractor firm as per SCC clause 7.
- 1.20 In case of disputes for non-payment of wages to the deployed manpower or any other, the payment due to the Contractor firm can be withheld till settlement of the disputes on the orders of the court of law.
- 1.21 Companies Act, Tax deduction liabilities, welfare measures of its employees and all other obligations that enjoin in such cases and are not essentially enumerated and defined herein, though any such onus shall be the exclusive responsibility of the contractor and it shall not involve Security Printing and Minting Corporation of India Ltd., New Delhi in any way whatsoever. Compliance of these provisions shall be ensured at the time of making monthly payments.
- 1.22 In case the contractor/ Agency leaves the job before completion of the period of contract SPMCIL, New Delhi shall be entitled to forfeit the security money deposited by the contractor/agency for the execution of this contract. The same shall be over and above the liquidated damages suffered on such account by Security Printing and Minting Corporation of India Ltd., New Delhi. If any.
- 1.23 In case of any loss or theft, it shall be made good by the agency and failure on the part of the contractor/agency part to do so within a period of 30 days, the loss shall be made by good by the encashment of bank guarantees, and if the amount of loss or damage exceed the amount of bank guarantee then remaining amount shall be recovered form amount standing due and payable to the contractor/agency.

- 1.24 Any individual/firm/company/register society/registered cooperative society presently engaged by this institution and whose performance has not been found satisfactory shall not be eligible for offering tender even if the individual firm/company/ registered society/registered co-operative society subsequently changes the character/style /nomenclature/compositions of the tenderer and such tender shall be rejected out rightly.
- 1.25 The tenderer shall disclose in writing all relevant facts as to ownership of the agency and constitution of the business. If it is propriety concern, the name of the proprietor, if it is a firm, the names of all the partners and attested copy of the partnership deed: and if it is a company, the names of all the directors, shall be disclosed. Further, if the said proprietor/any of the partners/any of the directors has/have substantial interest in any other agency, the said fact and the nature of the said interest shall also be disclosed. If the concerned agency has any associated concern/subsidiary/principal/holding company/holding firm, the same shall be disclosed with full particulars.
- 1.26 Contractor is responsible to ensure high integrity of the manpower deployed by it. Any personnel deployed by the agency, caught making theft shall be handed over to the local police as per law in addition to actions liable as contained in the terms and condition of the tender/contract. Contractor should ensure that all administrative & security rules of the Security Printing and Minting Corporation of India Ltd., New Delhi must adhere by the personal deployed by the agency.
- 1.27 The terms and conditions contained herein shall form part of and shall take as if they were included in the contract agreement to be entered in to between Security Printing and Minting Corporation of India Ltd., New Delhi with contractors.

2. Special instruction and compliances:-

2.1 Contract Labour (Regulation & Abolition) Act, 1970 compliances.

2.1.1 The engagement and employment of labours and payment of wages to them should be as per existing provisions of various labour laws and regulations is the sole responsibility of the Contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. SPMCIL at any stage may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

2.1.2 All wages allied benefits such as salary, PF, etc. as per the provisions of related act, shall be paid by the contractor and SPMCIL shall not incur any liability or additional expenditure whatsoever for personnel deployed.

2.1.3 It is mandatory that the contractors' employees must be paid through bank transfer only.

2.2 The Contractor shall abide by all labour laws, i.e. provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; Industrial Disputes Act, 1947; Shops and Establishment Act; Payment of Bonus Act; etc,. The details of EPF/ESI in respect of their deployed staff shall be submitted by the Contractor to SPMCIL every month along with the bills. The Contractor shall abide including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of working hours, safety, payment of provident fund contributions, as per statutory rules. The contractor shall be liable for any legal dispute/case/claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

2.3 The contractor shall be responsible for compliance of all the provisions rules/regulations of contract labour law (R&A) Act, 1970 and State Govt. instructions that are/will be applicable to and aimed to protect the interest of his employees/worker engaged under this contract

by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of contract.

2.3.1 The Contractor shall submit periodical returns as may be specified from time to time

2.3.2 Contractor must provide to its employees their photo identity cards properly displayed during duty time. No Extra payments shall be claimed by the Contractor or its deployed staff from SPMCIL for such item.

2.3.3 Contractor must employ adult personnel with relevant skill and qualification only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor.

2.4 Be it private or public areas, the Contractor's employees shall be liable to be frisked checked by the security personnel at SPMCIL premises or on duty at any time during performance of their duties.

2.5 Contractor's employees shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the SPMCIL property/person.

2.6 Contractor shall be solely responsible for any indiscipline, theft, loss or damage to any or persons/ property at the premises on account of acts of omission and commission by the staff deployed by him.

2.7 The Contractor shall be required to comply with the provisions of all statutory laws including labour laws, Employees Provident Fund /ESI, Contract Labour (Regular & Abolition) Act, Workmen Compensation Act, payment of wages Act, Industrial Dispute Act etc.as applicable from time to employees to be deployed by the contractor to do the job. The contractor will have to maintain the relevant statutory records in the prescribed manner and produce the same to SPMCIL for inspection as and when required. The contractor will be responsible for deposit PF/ESI/GST regularly on the total wages/payment of the workers/employees and shall submit the evidence of deposit in the next month along with his bill for verification.

2.8 The contractor shall indemnify the Corporation and hold it harmless in respect of all other any expenses arising out of such injury or damage to persons property as aforesaid and also in respect of any claim made in respect of injury, damage under any act of the Government or otherwise and also in respect of any award or compensation or damages which may be passed consequent upon such claims.

3. Safety Conditions:

3.1 The manpower supplied by the contractor will work under their supervision.

3.2 Contractor must appoint their supervisor to look after the day to day activity of their labour at site.

3.3 Any injury/accident occurred at work place shall immediately be reported to the concerned officer of SPMCIL respective section.

3.4 The charges of such medical treatment will be borne by the contractor in addition to the various provisions under the ESIC Act.

QUALITY CONTROL REQUIREMENTS

Sr. No	Nomenclature of the Manpower required	Qualification	Duties of Manpower
1.	Assistant	Graduates and above	1. Clerical job. 2. Typing/Filing work. 3. Any other work assigned.
2.	Driver	1)Skilled having valid Driving license 2) He should have mobile	1. Driving of Car
3.	Office Boy	Able to read and write	1. Movement of Files. 2. Filing of Papers. 3. Any other work assigned.
4.	Housekeeping Manpower	Able to read and write	1. Cleaning of Toilets and office premises. 2. Any other work assigned.
5.	Security Guards without Arms	Matriculate and should be able to read and write	1. Watch and Ward of Office 2. Opening and closing of Gates. 3. Access Control. 4. Any other work assigned from time to time.

It is also required that deployed manpower should be:

- i. Physically fit.
- ii. Obedient with good behavior.
- iii. Regular on duty.
- iv. Able to work in any section as per requirement.
- v. Keep secrecy of the work.
- vi. Be in Uniform.

QUALIFICATION / ELIGIBILITY CRITERIA

1. Experience & Past Performance - Bidder Firm should have Successfully completed at least one similar work/contract of supplying at least 21 (Twenty One) manpower to any Govt./PSU or any other organization of repute in any one year during last five (5) years ending March 31st, 2017.
2. Capability - Bidder firm must have an annual capacity to supply at least 21 (Twenty One) manpower.
3. Financial Standing –
 - a. The average annual turn-over of the Bidder firm during the last three (3) years, ending March 31st, 2017 should be at least Rs. 55.50 Lacs.
 - b. The Bidder firm should not have suffered any financial loss for more than one (1) year during the last three (3) years ending March 31st, 2017.
 - c. The net worth of the Bidder firm should not have eroded by more than 30% in the last three (3) years ending March 31st, 2017.

NOTE:-

1. All experience, past performance and capacity/capability related data/document should be certified by the authorized signatory of the Bidder firm. The credentials regarding experience and past performance to the extent required as per the above eligibility criteria as submitted by the Bidder may be verified from the parties for whom work has been done.
2. All financial standing data should be certified by certified accountants e.g. Chartered Accountants (CA) in India and Certified Public Accountant/ Chartered Accountant of other countries.

MOST IMPORTANT NOTE: BIDDER TO FURNISH STIPULATED DOCUMENTS ALONG WITH TENDER IN SUPPORT OF FULFILLMENT OF QUALIFYING CRITERIA. FURTHER CORRESPONDENCE IN THIS REGARD WILL NOT BE ENTERTAINED FOR ANY REASON. NON-SUBMISSION OR INCOMPLETE SUBMISSION OF DOCUMENTS SHALL LEAD TO REJECTION OF OFFER.

TENDER FORM

Date.....

To

.....
.....
..... (Complete address of SPMCIL)

Ref: Your Tender document No.dated

We, the undersigned have examined the above mentioned tender enquiry document, including amendment No. -----, dated ----- (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver..... (Description of goods and services) in conformity with your above referred document for the sum of (total tender amount in figures and words), as shown in the price schedule(s), attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 6, read with modification, if any, in Section V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance for a period up to -----, as required in the GIT clause 19, read with modification, if any in Section-III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

..... (Signature with date)
..... (Name and designation)

Duly authorized to sign tender for and on behalf of

.....
.....

PRICE SCHEDULE

Firm's Ref No.....

Date:

The Financial Bid (fees) for the hiring of Manpower i.e. Assistant (30 nos.), Driver (03 nos.), Housekeeping Manpower (04 nos.) and Office Boy (26 nos.) and Security Guard (without arms)- (06 nos.) by SPMCIL is as follows:

S. no	Details of heads	Rate of Service Charges % on Minimum Wages (In percentage)
1	Service Charges including Bonus, Uniform etc. per Manpower per Month to be quoted in % only.	

Rate of service charges(%) in Words: _____

GST No of the firm: _____

Note:

1. SPMCIL will pay Minimum wages, ESIC and EPF as per applicable rules.
2. Bidder firm shall quote strictly as per Price bid format above Failing to which the offer shall be summarily been rejected.
3. The contractor will provide the uniform and pay applicable Bonus as per Payment of Bonus Act to the Manpower deployed. However, disbursement details of Bonus to be submitted along with bank transfer details when due.
4. Any firm quoting service charges "Nil" or "Zero" shall be treated as unresponsive and the offer will be rejected
5. Bidder is requested to quote price within 2 Decimal places. Quotation with price quote beyond 2 decimal places will be ignored
6. In case of any difference in quoted price in word and figure, the value in words would prevail.
7. Evaluation of the technically suitable bids shall be done on Rate of Service Charges % on minimum Wages quoted by the bidder.
8. Service charges (%) will not be payable on ESIC & EPF.
9. GST number of the bidder has to be quoted.
10. In case if Taxes are not applicable, tax exemption certificate should be enclosed along with the bid.

**Seal/Signature of Bidder
Name and Address of Bidder Firm**

QUESTIONNAIRE

The tenderer should furnish specific answers to all the questions/ issues mentioned below. In case a question/ issue does not apply to a tenderer, the same should be answered with the remark “not applicable”.

Wherever necessary and applicable, the tenderer shall enclose certified copy as documentary proof/ evidence to substantiate the corresponding statement.

In case a tenderer furnishes a wrong or evasive answer against any of the under mentioned question/ issues, its tender will be liable to be ignored.

1. Brief description and of goods and services offered:
2. Offer is valid for acceptance up to
3. Your permanent Income Tax A/ C No. as allotted by the Income Tax Authority of Government of India
Please attach certified copy of your latest/ current Income Tax clearance certificate issued by the above authority.
4. Status :
 - a. Are you currently registered with the Directorate General of Supplies & Disposals (DGS&D), New Delhi, and/ or the National Small Industries Corporation (NSIC), New Delhi, and/ or the present SPMCIL and/ or the Directorate of Industries of the concerned State Government for the goods quoted? If so, indicate the date up to which you are registered and whether there is any monetary limit imposed on your registration.
 - b. Are you currently registered under the Indian Companies Act, 1956 or any other similar Act? Please attach certified copy(s) of your registration status etc. in case your answer(s) to above queries is in affirmative.
5. Please indicate name & full address of your Banker(s)
6. Please state whether business dealings with you currently stand suspended/ banned by any Ministry/Deptt. of Government of India or by any State Govt.

..... (Signature with date)

.....
.....

(Full name, designation & address of the person duly authorized sign on behalf of the tenderer) For and on behalf of

.....
.....

(Name, address and stamp of the tendering firm)

BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT

-----NOT APPLICABLE-----

MANUFACTURER’S AUTHORIZATION FORM

-----NOT APPLICABLE-----

BANK GUARANTEE FORM FOR PERFORMANCE SECURITY

_____ [insert: Bank’s Name, and Address of Issuing Branch or Office]
Beneficiary: _____ [insert: Name and Address of SPMCIL] Date: _____
PERFORMANCE GUARANTEE No. _____

WHEREAS(name and address of the supplier) (hereinafter called “the supplier”) has undertaken, in pursuance of contract no..... dated to supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

We undertake to pay SPMCIL up to the above amount upon receipt of its first written demand, without SPMCIL having to substantiate its demand.

This guarantee will remain in force for a period of Sixty days after the period of currency of contract and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
..... Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch
..... Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

CONTRACT FORM

(Address of SPMCIL’s office issuing the contract) Contract No..... Dated.....
This is in continuation to this office’s Notification of Award No..... Dated

1. Name & address of the Supplier:
2. SPMCIL’s Tender document No..... dated..... And subsequent Amendment No....., dated..... (If any), issued by SPMCIL
3. Supplier’s Tender No..... dated..... and subsequent communication(s) No..... dated (If any), exchanged between the supplier and SPMCIL in connection with this tender.
4. In addition to this Contract Form, the following documents etc., which are included in the documents mentioned under paragraphs 2 and 3 above, shall also be deemed to form and be read and construed as part of this contract:
 - (i) General Conditions of Contract;
 - (ii) Special Conditions of Contract;
 - (iii) List of Requirements;
 - (iv) Technical Specifications;
 - (v) Quality Control Requirements;
 - (vi) Tender Form furnished by the supplier;
 - (vii) Price Schedule(s) furnished by the supplier in its tender;
 - (viii) Manufacturers’ Authorisation Form (if applicable for this tender);
 - (ix) SPMCIL’s Notification of Award

Note:- The words and expressions used in this contract shall have the same meanings as are respectively assigned to them in the conditions of contract referred to above. Further, the definitions and abbreviations incorporated under Section –V - „General Conditions of Contract“ of SPMCIL’s Tender document shall also apply to this contract.

5. Some terms, conditions, stipulations etc. out of the above-referred documents are reproduced below for ready reference:
 - (i) Brief particulars of the goods and services which shall be supplied/ provided by the supplier are as under:

Brief description of goods/ services	Accounting unit	Quantity to be supplied	Unit Price (in Rs.)	Total price (in Rs.)

Any other additional services (if applicable) and cost thereof:
Total value (in figure) _____ (In words) ____

- (ii) Delivery schedule.
- (iii) Details of Performance Security.
- (iv) Quality Control
 - (a) Mode(s), stage(s) and place(s) of conducting inspections and tests.
 - (b) Designation and address of SPMCIL's inspecting officer
- (v) Destination and despatch instructions
- (vi) Consignee, including port consignee, if any
- (vii) Warranty clause
- (viii) Payment terms
- (ix) Paying authority

.....

(Signature, name and address of SPMCIL's authorized official)

For and on behalf of.....

Received and accepted this contract

(Signature, name and address of the supplier's executive duly authorized to sign on behalf of the supplier)

For and on behalf of

..... (Name and address of the supplier)

..... (Seal of the supplier)

Date:

Place:

Letter of Authority for attending a Bid Opening

(Refer to clause 24.2 of GIT)

The Dy.Manager (HR)
Security Printing & Minting Corporation of India Ltd
Jawahar Vyapar Bhawan,
Delhi – 110 001

Subject: Authorization for attending bid opening on _____ (date) in the Tender of _____

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
I.		
II.		
Alternate Representative		
Signatures of bidder or Officer authorized to sign the bid Documents on behalf of the bidder.		

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not produced.

(SECTION – XVIII)

SHIPPING ARRANGEMENTS FOR LINER CARGOES

-----NOT APPLICABLE-----

PROFORMA OF BILLS FOR PAYMENTS

(Refer Clause 22.6 of GCC)

Name and Address of the Firm.....

Bill No.

Purchase order..... No Dated

Name and address of the Purchaser.....

S.No.	Authority for purchase	Description of Stores	Number or quantity	Rate		Price per		Amount
				Rs.	P.	Rs.	P.	
Total								

- 1. Others (Please specify)
- 2. (-) deduction/Discount
- 3. G.S.T.
- 4. Net amount payable (in words Rs.)

Dated..... (enclosed)

Place:

Date:

Received Rs..... (Rupees).....

I hereby certify that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the supplier for claiming that payment has been fulfilled as required under the contract.

Revenue stamp

Signature and of Stamp Supplier