

Addresses as per list attached

**Subject:-ENGAGEMENT OF UNSKILLED CONTRACT CASUAL WORKER  
IN THE TEA BOARD, AT UDYOG BHAWAN, NORTH BLOCK & NITI AYOJ, NEW  
DELHI.**

Sir,

I am directed to refer to subject, mentioned above and to say that the Tea Board, Under Ministry of Commerce & Industry, Dept. of Commerce intends to engage Eighteen Contract Casual workers for Cleaning & Maintenance work in the Tea Board, Tea Buffet located at different ministries. Sealed Quotations are therefore, invited from experienced and reputed manpower agencies for outsourcing of the services of contract casual workers for work in the Tea Board, Tea Buffet as detailed below:

1. Eighteen Contract Casual workers are required for the job.
2. The initial period of contract would be one year extendable yearly subject to satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the competent authority. **Rates quoted by the agency would be fixed for a period of one year subject to statutory increase in wages. Taxes, statutory levies to be paid by Tea Board.**
3. Terms and Conditions : As mentioned at Annexure-I
4. **Only those who fulfill the following criteria needs to submit their bids:-**
  - (a) The manpower agencies should have been in existence for not less than five years and should have been providing services to Ministries/Department.
  - (b) It should have been registered with the Government authorities concerned and a copy of each of the registrations shall be attached with the bid.
  - (c) It should have Labour License, PAN number, Sale Tax/Service Tax, Registration no., ESI & EPF Registration proof in this regard may be attached with the bid.
5. **Employers' statutory liability in case of Unskilled Worker.**
  - (a) Minimum rates of wages in a month as per Delhi Govt. prevailing wages rate.
  - (b) Provident Fund Contribution 13.61% of wages of working days in a month.
  - (c) ESI Contribution 4.75% of wages of working days in a month.
6. Out of minimum wages, contractor will deduct (12% of mw) towards employee's contribution of EPF and pay it to EPFO. Similarly the contractor will also deduct (1.75 % of mw) as employee's share towards ESI and pay it to ESIC . This is in addition to employee's liability as above, payable to EPFO and ESIC.

7. Tender is invited on the basis of administrative charges at which the contractor would Supply the man power.
8. The manpower agencies should quote rate on the basis of one day basis of all statutory Liability as mentioned above.
9. As earnest money deposit of Rs.30000/- (Rupees Thirty thousand only) in the form of Demand Draft drawn in favour of the TEA BOARD, may be Submitted along with quotation, failing which the quotation shall not be considered valid. DD of Rs. 500/- in favour of Tea Board payable at New Delhi has to be attached with the Technical Bid of tender as the cost of tender document.
10. Sealed quotations along with the duly filled in proforma at Annexure-II, acceptance of Terms and conditions at Annexure-I , One Demand Draft for Earnest Money Deposit of Rs.30000/- (Rupees Thirty thousand only) and second Demand Draft for Tender Fee of Rs.500/- drawn in favour of the 'TEA BOARD' Payable at New Delhi may **be submitted to the Special Officer for NWI, Tea Board, 13/2 Jam Nagar House, Shahjahan Road, New Delhi-110011.by hand or by post latest by 3.00 PM of 02.11.2015** , in one envelop which will be marked as "Technical Bid" which comprise of documentary evidence that the bidder is eligible to bid. The other envelop will contain duly filled "Price Bid" on firm's letter head in proforma at Annexure-III and which will be marked as "Financial Bid". Bids which are found responsive and qualify at the stage of Technical evaluation will go to the Financial Bid opening stage.  
**The quotations will be opened at 3.30 PM on 02.11.2015**

Encl: Annexure-I,II,III

Yours faithfully,

**(S.M.NASRULLAH)**  
Special Officer for NWI

**TERMS AND CONDITIONS**

- (1) The persons supplied 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 the persons whom they are recommending. The Agency will also ensure that the personnel deployed are medically fit. The Agency shall withdraw such persons who are not found suitable by the office for any reasons immediately on receipt of such a request.
- (2) The Agency shall engage necessary persons as required by the TEA BOARD from time to time. It shall be the duty of the Agency to pay their wages every month. There is no Master & Servant relationship between the persons of the Agency and this Board and further that the said persons of the Agency shall not claim any absorption.
- (3) The Agency shall supply the necessary uniforms, dress & accessories etc. as per requirement and as directed by Tea Board of India.
- (4) The Agency's person shall not claim any benefit/compensation/absorption/regularization of services from under the provision of Industrial Disputes Act,1947 or Contract Labour (Regulation & Abolition) Act,1970 . Undertaking from the persons to this effect shall be required to be submitted by the Agency to the Board.
- (5) The Agency's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters as all are of confidential/secret nature,
- (6) The Agency's personnel working should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of Tea Board. The Agency shall be responsible for any act of indiscipline on the part of persons deployed by him.
- (7) That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Tea Board.
- (8) The Tea Board may require the Agency to dismiss or remove from the site of work, any person or persons, employed by the agency, who may be incompetent or for his/her/their misconduct and the Agency shall forthwith comply with such requirements. The Agency shall replace immediately its personnel, if they are unacceptable to the Tea Board because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- (9) The Agency shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- (10) The transportation, food, medical and other statutory requirements in respect of each personnel of the Agency shall be the responsibility of the Agency.

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(11) Working hours would be normally 8 ½ hours per day from 9.00 AM to 5.30PM during working days including half hour lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may be called on Saturday, Sunday and other gazetted holidays, if required.

(12) No wage/remuneration will be paid to any person for the days of unauthorized absence from duty. The Agency should therefore quote the rates on per person per working day basis.

**(13) That the 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 to it from time to time including minimum wages Act, ESI Act etc. and the Tea Board shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account any obligation.**

(14) The Agency will submit the bill in triplicate in respect of a particular month in the first working day of the next month. The payment to the workers will be released by the 7<sup>th</sup> day of the month after deduction of taxes deductible at source as per the laws in force. The payment will be made in the presence of the representative of Tea Board.

(15) The Agency shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.

(16) The Agency shall abide by and comply with the provisions of the Contract Labour (Regulation & Abolition) Act'1970 and Contract Labour (Regulation & Abolition) Central Rules'1971, Payment of Gratuity Act, 1972, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Workmen Compensation Act, 1923, Employees P.F. and Misc. Provisions Act, 1952, Employees State Insurance Act, 1948, Provision of Child Labour Act and other statutory provisions as applicable from time to time.

(17) The Agency shall be communicable at all time and message sent by phone/e-mail/fax/special messenger form Tea Board to the Agency shall be acknowledged immediately on receipt on the same day. The agency shall strictly observe the instruction issued by the Tea Board in fulfillment of the contract from time to time.

(18) The Agency employing the workers will furnish all the details about the workers as required on a Non-Judicial Stamp Paper duly signed by a notary. The names and details of the workers would be attached as appendix to the Non-Judicial Stamp Paper. The Agency would give an undertaking as under "I Mr.....S/o.....R/o..... in the capacity as contractor for the work (specify the work) am employing the persons whose details are attached as appendix for labourer work in Tea Board of India from ..... to ..... I have checked their antecedents and verify the same to be true to the best of my knowledge."

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(19) Every worker will furnish a certificate as under on a Non-Judicial Stamp Paper: “I Mr. .... S/o ..... Resident of ..... furnish the following details about myself. These are true to the best of my knowledge. In case the same are found to be false I will be liable to face prosecution in the Court of Law. Name..... S/o..... Address..... Educational Qualification..... Identification Mark.....”

(20) The Agency will be responsible for good conduct of his employees. In case of detection of any act of misconduct on the part of his personnel, the matter will be immediately reported to the Agency and he shall take suitable action against the erring personnel and has to provide suitable replacement immediately.

(21) The Agency shall provide all the necessary safety equipments to his workers and abide by various safety rules and regulations. The Agency shall be responsible for any accidents or injury suffered by his employees during discharge of the duties.

(22) No housing accommodation to the personnel deployed shall be provided by Tea Board of India.

(23) The persons employed by the Agency shall have no right whatsoever to claim temporary/permanent employment in Tea Board’s Delhi office or the Tea Board Head Office or in any regional office under Tea Board of India.

(24) The contract shall be on Principal-to-Principal basis and cannot be transferred or sublet or assigned by the contractor to any other agency without the written consent of Tea Board.

(25) The contract may be terminated at any time without assigning any reason by the competent authority and for that no compensation will be given to the Agency.

(26) RISK & COSTS: In case of failure of the Agency to perform the contract satisfactorily the same will be cancelled at his risk and cost and a fresh contract will be entered into at the risk and cost of the defaulting Agency.

(27) Tea Board shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the Agency.

(28) 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 acts of commission and omission on the part of its personnel, if Tea Board suffers any loss or damage on account of negligence, default or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse to Tea Board for the same. The agency shall keep the Tea Board fully indemnified against any such loss or damage.

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(29) The successful bidder shall furnish a security deposit equivalent to Rs. 30,000/- (Rupees: Thirty thousand only) in the form of an account payee demand draft drawn in favour of the Tea Board” payable at Delhi. The earnest money deposit of Rs. 30,000/- (Thirty Thousand Only ) will be returned on receipt of the security deposit. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by the Tea Board or non-compliance of the terms of agreement by the Agency or frequent absence from duty/misconduct on the part of manpower supplied by the Agency.

(30) The initial period of contract would be one year extendable yearly subject to satisfactory performance on the same terms & conditions. However, the Tea Board reserves the right to terminate the contract without any notice if the services are not found satisfactory and the decision of the Tea Board in this regard shall be final and binding.

(31) On the expiry of the contract, the Agency will withdraw all its personnel and clear their account by paying them all their legal dues. In case of any dispute on account of the termination of employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

(32) PAYMENT TERMS:

- (i) Payment will be made monthly within 30 days of the following month subject to submission of bill with all supporting documents, job completion certificate duly signed by representative of Tea Board as endorsement of satisfactory performance, attendance sheet of workers, proof of payment in Form XVII.
- (ii) No price escalation will be allowed during the period of contract except on account of increase of minimum wages.

(33) ARBITRATION CLAUSE:

In the event of any questions, disputes or differences arising under conditions of contract or in connection with the Work Order the same shall be referred to the Sole Arbitrator deputed by the Chairman, Tea Board of India, or any other Officer appointed to be the arbitrator by the Chairman, Tea Board. Award of arbitrator so appointed shall be final and binding on the parties to this contract. The provision of Indian Arbitration Act, 1996, and the rules there under and any statutory modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

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**ANNEXURE-II**

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Sl.No.	Particulars	To be filled in by the tenderer.
1	Name of the Agency.	
2	Details of EMD	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
3	Date of establishment of the agency & Registration no.	
4	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the Contact person	
5	PAN/TIN Number (Copy to be enclosed)	
6	Labour License (Copy to be enclosed)	
7	ESI and EPF Code allotted by PF commissioner Government ( photo copy of certificate to be enclosed)	
8	Service Tax Registration Number (Copy to be enclosed)	
9	Whether the Agency is blacklisted by any Government Dept. Or any criminal case is registered against the Agency or its owner/partners any where in India. (If yes details there of and if no, a declaration/certificate to Effect is to attached by the Agency in this regard.)	
10	Experience in dealing with Govt. Departments in this regard (Indicate the names of the Departments and years of dealing with those Departments and attach copies of contracts orders Placed on the agency)	
11	Whether a copy of the terms and conditions (Annexure-I),duly Signed in token of acceptance of the same, is attached.	
12	Whether agency profile is attached	

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**ANNEXURE-III**

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Sl.No.	Component of Rates	Per person per working day
1	Daily Wage Rate (as per minimum wages Act.(1984)	
2	Employees Provident Fund (i) Employees contribution (ii) Administrative Charges etc.	
3	Employees State Insurance (i) Employees Contribution @ (to be deducted from wages) (ii)Employee's Contribution @ (to be paid by Tea Board)	
4	Service Tax Liability @ (to be paid by Tea Board)	
5	Any other Mandatory Liability (to be paid by Tea Board)	
6	Contractors (Administrative/Service charge (to be paid by Tea Board)	
7	Total (Column 1 to 6)	
	Effective monthly rate of companies for Per person	

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