

Also by e-mail

No. RO/HP/Off. Estt./Man Power/2018-19/374

Government of India

Ministry of Road Transport & Highways

(REGIONAL OFFICE)

Room No. 512-514, Nirmaan Bhawan, Nigam Vihar, Shimla-171002.

Dated, 01st March, 2019

To

Shri Mansoor UL Haque,
Pr.Sys. Analyst,
Ministry of Road Transport & Highways,
Transport Bhawan, 1, Sansad Marg,
New Delhi - 110001.

Sub: Hoisting of NIQ on the Ministry's website for Inviting quotations from Service Providers for providing man powers in the Regional Office, Ministry of Road Transport & Highways, Shimla - reg.

Ref: Ministry's letter no. N-20011/34/2018-E-II, dated 06.09.2018.

Sir,

In reference to Ministry's approval letter under reference, this office is in need of hiring services of supporting staff on contractual basis. For the purpose, this office has issued Notice Inviting Quotation (NIQ) (bearing same no. & date) for inviting sealed quotations from the service providers for providing services. The same is enclosed herewith for hoisting the same in the Ministry's website under head "Tender" so as to give wide publicity.

Yours faithfully,



(Vipnesh Sharma)
Regional Officer.

Encl: NIQ.

Copy to:

1. The Chief Engineer (Zone-II), Ministry of Road Transport & Highways, New Delhi.
2. The Director (Establishment), Ministry of Road Transport & Highways, New Delhi.

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(REGIONAL OFFICE)

Room No. 512-514, Nirmaan Bhawan, Nigam Vihar, Shimla-171002.

Dated, 1st March, 2019

Request for proposal

Subject: Inviting proposal from Service Providers for providing man powers in the Regional Office, Ministry of Road Transport & Highways, Shimla - reg.

The Regional Office, Ministry of Road Transport & Highways, Government of India, Shimla invites sealed proposals (in two cover system) from the service providers for providing services of supporting staff ***purely on the contractual basis*** as per following details:-

Sr. No.	Post	Nos.	Minimum educational qualification
1	Stenographer/ Computer operator	01 (one)	12 th pass from any recognized Board/University and must possess stenographic / Computer qualification.
2	Office Accountant/ Clerk	01 (one)	12 th pass from any recognized Board/University and must possess accounting qualification/ experience.
3	Office Assistant/ Data Entry operator	01 (one)	Matriculation pass from any recognized Board/University and must possess Computer/ data entry experience.
4	Peon/ Office boy	01 (one)	Matriculation pass.
5	Safaiwala/ Sweeper (Part time)	01 one)	-

*The service provider must ensure that the manpower to be provided by them have minimum educational qualification and as per the actual requirement of various categories as per details given above purely on the contractual basis.

The envelope containing quotation should be sealed and clearly marked as "Proposal for providing man powers" mentioning therewith reference no. and date of NIQ. Sealed envelope should reach this office latest by 11th March, 2019 up to 12:00 AM. The proposal will be opened on same day i.e. 11th March, 2019 in presence of service providers/their authorized representatives.

V. N. B.

Table-1: Minimum Eligibility Requirements

Minimum experience and performance of similar nature works.	
1.	The Registered Office or the Branch Offices of the Bidder firms should be located in Shimla.
2.	The Bidder Firm / Agency should have registered with the appropriate Registering Authority in the State of Himachal Pradesh and have a valid certificate in respect of EPFO and ESI registration/ Income Tax/ Service Tax/ GST / Labour license etc.
3.	The Bidder Firm / Agency, having satisfactory track record, should have experience of successfully providing Manpower services in any Government Departments/PSUs /Banks or private sector enterprises.
4.	The Bidder Firm / Agency, having sound financial status should have Rs. 12 Lacs yearly turnover. Certified copy by the Chartered Account along with attested copy of income Tax return/ Audit accounts shall be submitted in support of the turnover of the firm.
5.	The Bidder Firm should not have been blacklisted or censured by any authority or Court of justice in the past.

The Firm shall fulfill all the requirements given in Table-1.

Second stage - Evaluation of Financial proposal

1. Financial Proposals of all qualified firms in accordance with above table shall be opened.
2. The work will be awarded to the firm who has offered the lowest evaluated Bid Price in accordance with form-I of Annexure-I.

V~p

A. Terms & conditions

1. Proposals are invited from the service providers who can provide services of supporting staff *purely on the contractual basis at RO, MoRT&H, Shimla.*
2. The Bidder Firm / Agency should have registered in the State of Himachal Pradesh with the appropriate Registering Authority and have a valid certificate in respect of EPFO and ESI registration/ Income Tax/ Service Tax/ GST / Labour license etc.
3. The Bidder Firm should not have been blacklisted or censured by any authority or Court of justice in the past.
4. The period of the contract shall be for an initial period of one year which is further extendable for two more years, year by year based on satisfactory provision of Services. However, the contract may be curtailed /terminated before the contract period in case of deficiency in service including non-Supply/deploy of requisite Personnel within the stipulated period or substandard quality of personnel deployed by the Agency/Firm/Company.
5. The service provider shall be responsible for management of manpower deploy by him including arranging timely arrival at duty place, punctuality in payment to the manpower in compliance with the statutory requirements and other terms & conditions of NIQ. The manpower's shall be working in the Regional Office, MoRTH, Shimla during working period & days as per extent rules/regulations of the Government of India.
6. In case, the person deployed by the Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence and security risk, the Agency will be liable to take appropriate disciplinary action against such persons, including their removal from work, if required by the Regional Office with immediate effect.
7. The Service Provider shall ensure that any details of office, operational process, technical know-how, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in Regional Office.
8. The Service Provider shall ensure proper conduct of its personnel in office premises and enforce prohibition of consumption of alcoholic drinks, paan / paan-masala and smoking of Bidi/Cigarettes, loitering without work etc.
9. It will be the responsibility of the Service Providing Agency to meet all other contingency expenses, i.e., uniform, quarter for staying etc. in respect of the personnel deployed by the Agency in Regional Office and this office will have no liabilities in this regard, whatsoever.
10. The Service Providing Agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to Manpower personnel deployed in Regional Office, Shimla. The Regional Office shall in no way, be responsible for settlement of such issues, whatsoever.
11. The Regional Office, Shimla shall not be responsible for any damages, losses, claims, financial or other injury to any Manpower personnel deployed by the Agency during the course of their performing the duties, or for any payment towards any compensation, as the case may be.

12. In case of termination of this contract on its expiry or otherwise, the manpower deployed by the Service Providing Agency shall not be entitled to, and, will have no claim, for any absorption nor for any relaxation for absorption in the regular/other capacity in Regional Office.
13. Service Providing agency shall have to pay salaries to the personnel engaged by them at Regional Office which should not be less than the Minimum wages as fixed by the Government of Himachal Pradesh in scheduled employment under Minimum Wages Act. The Service provider shall also be responsible to pay revised salaries to its employees (engaged by them) whenever revision of Minimum wages are affected by the Government of Himachal Pradesh under the minimum wages act so that the salary paid by them is not less than the Minimum Wages as fixed by the Government of Himachal Pradesh at any point of time. Responsibility of informing Regional Office about the revision of the minimum wages as mentioned above lies with the service provider.
14. The Service Provider shall be responsible for compliance of all statutory provisions relating, Employees Provident Fund (EPF), Service tax and Employees State Insurance Act (ESI) etc. in respect of the manpower deployed in the Regional Office, MoRTH, Shimla.
15. The Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Regional Office to the concerned tax collection authorities from time to time as per the extant rules and regulations on the matter. In case, the Service Provider fails to comply with any statutory/taxation liability under appropriate law and as a result thereof Regional Office is put to any loss, obligation-monetary or otherwise, Regional Office will be entitled to get itself reimbursed out of the outstanding bills of the Agency.
16. The Service Provider shall disburse the remuneration (by NEFT/RTGS in the name of concerned person) to the deployed manpower for the preceding month latest by 10th of the following month. The bill, in triplicate shall be submitted along with the attendance sheet to Regional Office. Non submission of proof of EPF & ESI as mentioned above shall be treated as non-compliance of the Contract. Service Tax/ GST shall be deposited by the Service Provider as per Govt. norms from time to time to the relevant Government Authorities. Service tax/ GST shall be reimbursed on submission of Challan (proof of deposition of Service tax/ GST to the relevant authorities) by the Service provider as per Government norms from time to time.
17. The service provider will own sole responsibility of any legal proceedings concerning labour laws, wages, selection, appointment, human rights violations, SC/ST/OBC related matters in respect of its workers. The Regional Office, its officials or the Government of India for that matter, in no manner shall own any legal responsibility. The service provider will indemnify the Regional Office against any/all claims, which may arise under the provision of various acts, government orders etc. Lodging, boarding, transportation etc. will not be provided by the Regional Office.
18. The Regional Office reserves the right to accept or reject all or any bid/quotation without assigning any reasons thereto.
19. The mode of payment to the service provider shall be online through e-payment system.

B. Earnest Money/ Bid security

1. The bidder shall furnish, as a part of quotations, Earnest money/ Bid security of an amount of Rs. 10,000/- (Ten thousand only), in the form of Demand Darft in favour of "RPAO (NH), MoRTH, Chandigarh", payable at Chandigarh.
2. Any bid not accompanied by an acceptable Earnest Money shall be rejected by the Employer.
3. The Earnest Money of unsuccessful bidders will be returned within 28 days from the date of opening of bid.
4. The earnest money will be forfeited
 - (a) If the bidder withdraws the bid after expiry of date and time of submission of bid.
 - (b) In case of success bidder, if the bidder fails to commence the services within seven days time after acceptance of work order.

C. Performance security

1. The performance security for an amount equivalent to 5% of the Contract price shall be submitted by the selected bidder within 7 days of receipt of the work order to the Employer in the form of bank guarantees/ FDR from a Nationalized Scheduled Indian Bank.
2. The performance security (without any interest) shall be refunded within one month after the successful completion of the Contract.



Regional Officer,
Ministry of Road Transport & Highways, Shimla.
Tel: 0177-2629670
e-mail: romorthshimla@gmail.com

Circulation - Notice Board.

FINANCIAL PROPOSAL

TO,

Regional Officer,
Ministry of Road Transport & Highways,
Nirmaan Bhawan, Shimla

Subject: Engagement of Manpower Agencies/Firms/Companies for providing various types of Manpower to RO, MoRTH, Shimla at Shimla.

Sir,

Regarding Price Proposal

I/We _____ Service provider agency/ firm herewith
enclose*Price Proposal for selection of my/our firm/organization as Service provider agency/
firm for _____

Yours faithfully,

Signature of authorized person

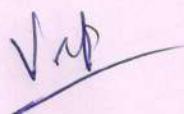
Full Name _____

Designation _____

Mobile No./ tel. No. _____

Email Address _____

*The Financial proposal is to be filled strictly as per the format given in Annexure.



(Form-I)
Form of Financial Proposal

I, the undersigned, offer to provide Services to provide Manpower to Regional Office, MoRTH, Shimla in accordance with the terms and conditions of your letter dated 01.03.2019. Our Services Charges including [uniform allowance ,Overhead & Profit etc.] is (in figures) _____% (Percentage) (in words _____Percent) over and above the Total cost per month excluding GST (as per Govt. rules)

1. Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [12months].
2. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge. I/ we am/ are well aware of the facts that furnishing of any false information/ fabricated documents would lead to rejection of my/ our bids at any stage besides liabilities towards prosecution under appropriate law.

I/ We understand that you are not bound to accept any proposal you receive.

Signature of authorized person

Full Name_____

Designation_____

Mobile No./ tel. No._____

Email Address_____

Form-II of Annexure-I

1.1 Summary of Estimated cost for providing Manpower to be provided on contract [as per minimum Wages fixed by the Government of Himachal Pradesh] in scheduled employment under Minimum Wages Act

The monthly remuneration per person per month should not be less than the minimum Wages fixed by the Government of Himachal Pradesh in scheduled employment under Minimum Wages Act as per last order of Labour Department of Govt of HP. The details of manpower and their number have been indicated at Column 2 and Column 4 respectively.

S.N	Post Name (No. of Posts = 1 post each)	Monthly Remunerati on (Rs.)	All statutory charges, as applicable like ESI & EPF (in Rs)	Remarks
1	2	3	4	
1	Stenographer/ Computer operator	15000	Not to be quoted.	Such charges shall be paid by this office as per Govt Norms. Service Provider has to deposit the contribution of the employee (to be deducted from Salary) and employer (to be paid by RO, MoRTH, Shimla) to the concerned department.
2	Office Accountant/ Clerk	15000		
3	Office Assistant/ Data Entry operator	10000		
4	Peon/ Office boy	9000		
5	Safaiwala/ Sweeper (Part time) - <i>Part time</i>	5000		
	Total (Rupees fifty four thousand only)	54000/-		
GST shall be paid over the total Monthly remuneration to the service provider as per the extent Government rules.				

Note:-

- (i) Employer contribution towards EPF and ESI as per applicable rates for the 2nd and subsequent month will be released on submission of proof regarding deposition of these charges (to the Relevant Government Authorities) pertaining to the first month /previous month.
 - (ii) GST/Service Tax shall to be deposited by the Service Provider as per Govt norms from time to time to the relevant Government Authorities. GST/Service tax shall be reimbursed by Regional Office on submission of Challan (proof of deposition of GST/ Service tax to the relevant authorities) by the Service provider as per Government norms pertaining to GST/ Service tax from time to time.
- 2 Bidders are only to quote the Service Charges including uniform allowance, Overhead & Profit as a percentage (as per Form-I above)
 3. The quoted rates shall be valid for 60 days from the last date of submission of bids.

4. If the wages are revised subsequently by the Govt of HP , the incremental wages (only for wages component excluding any other charges), if applicable, will be provided on submission of necessary circulars/orders of the Government along with the revised calculation sheets. **Responsibility of informing Regional Office about the revision of the minimum wages as mentioned above lies with the service provider.**
4. The offer/bid which is not in compliance with the Minimum Wages Act and any other labour laws will be treated as invalid.
5. The contract is initially for one year which is further extendable for two more years, year by year based on satisfactory provision of Services
6. The number of manpower shown above is indicative and actual number may vary.

Signature of Managing Director/
Head of the firm/Authorized Representative

Full Name:
Seal:

Date:

Place:



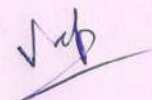
AGREEMENT of Contract for Providing the Manpower in IAHE

This agreement made on the Day of _____ Month Year Two Thousand Nineteen between the REGIONAL OFFICE, Ministry of Road transport & Highways, Shimla (hereinafter called "RO, MoRTH, Shimla") of the one part, which expression shall include his successors and assigns and M/s (herein after called "The Service Provider") which expression shall include his heirs, executors, administrators and assigns of the other part.

Whereas RO, MoRTH, Shimla is desirous of hiring of contractual which should be deployed by the Contractor, viz "....." etc.in RO, MoRTH, Shimla and has accepted a Bid of the Contractor for the execution and deployment of Security personnel therein.

Now this Agreement witnesses as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract herein after referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - a- RO office NIQ vide letter no.RO/HP/Off. Estt./Man Power/2018-19/374, dated 01.03.2019
 - b- Performance Security.....
3. In consideration of the payment to be made by the RO, MoRTH, Shimla to the contractor as hereinafter mentioned, the Contractor hereby covenants with RO, MoRTH, Shimla to execute and deployment of contractual manpower and remedy any defects therein in conformity in all respect with the provisions of this agreement.
4. The RO, MoRTH, Shimla hereby covenants to pay the Contractor in consideration of the execution and deployment of contractual manpower and the remedying of defects therein the Contract Price or such other sum as may become payable at the times and in the manner prescribed by this agreement.



5. Obligations of the Contractor - The contractor shall ensure full compliance of tax laws of the India with regards to this agreement and shall be solely responsible for the same. The contractor shall submit the copies of acknowledgements evidencing filling of returns every year, receipt of all statutory obligations month wise and shall keep the employer fully indemnified against liability of tax, interest, penalties etc. of the contractor in respect thereof, which may arise.
6. The court at the Shimla, HP shall be the exclusively jurisdictions for all dispute arising out of this agreements between the parties.

In Witness whereof the parties hereto have this Agreement to be executed the day and year first before written.

Signed, Sealed and Delivered by the Said

Binding signature for and on behalf of
Regional Officer, Ministry of Road Transport & Highways, Shimla _____

Binding Signature for and on behalf of
The Service Provider _____

In the presence of

Witness (1):

Witness (2):

