

MP-INSTITUTE FOR DEFENCE STUDIES AND ANALYSES
No 1 Development Enclave, Rao Tula Ram Marg, Delhi Cantt, New Delhi – 110 010

HIRING OF MANPOWER SERVICE ON FIXED REMUNERATION BASIS

TERMS AND CONDITIONS

1. Bids for hiring Manpower Service on Fixed Remuneration Basis (**Library Executive-01, Receptionist-01 & MTS-01**) through GeM are invited from eligible Bidders/Agencies for a Period of 11 months. The interested bidders should upload duly filled signed Bid form and their bids along with scanned copies of all the relevant certificates, documents, etc in support of their Technical eligibility - all duly signed on the GEM portal on or before last date of BID. Scope of work/Job description is as per Annexure III attached.
2. **Submission Of Tender:** The price bid shall have to be submitted online at GeM, tenders will be opened electronically on specified date and time as given in the NIT. All entries in the tender should be entered in online Technical & price bid formats without any ambiguity.
3. **Duration Of contract:** The contract shall be valid for **11 months** from date of signing of contract. The contract can be cancelled unilaterally giving 3 month notice by the Institute in case service is not rendered satisfactorily. If the contractor also does not want to continue, he has to give 3 months' notice to Institute. However in this case, his name shall be put in holiday list for another 03 years. Decision of the institute shall be final & binding to decide reasonability.
4. **Working Hours:** Eight hours per day, excluding lunch break. Generally, the **working will be 0900 hrs to 1730 hrs daily**, unless specified otherwise by the institute. General working days shall be Monday to Friday. They may also be called for duty on Saturday if required.
5. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) along with their bids. While submitting the bid, the vendor shall deposit Earnest Money of **Rs. 21,500/-** by demand draft "**Manohar Parrikar Institute for Defence Studies and Analyses**" payable at New Delhi. No other mode of remittance shall be accepted. EMD is to remain valid for a period of 90 days beyond the final bid is accepted. EMD of the unsuccessful bidders will be returned to them at the earliest without any interest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. **EMD is not required to be submitted by those bidders who are registered with MSME, etc.** The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the

6. **Performance Guarantee.** The Bidder shall be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government services for a sum equal to **10%** of contract value. Performance Bank Guarantee shall be valid up to 90 days beyond the satisfactory completion of contract period.

7. **Payment terms:** The selected vendor shall submit the bills as per contracted rates, **on a monthly basis**. The bills, if found in order in all respects, will be processed for release of payment within 30 days after receiving of the bills. Bills should consist of following documentary evidence for processing:-

- (i) Complete attendance details with muster rolls as per Labour Act.
- (ii) Proof of payment of wages for the current month as contracted rates
- iii) All payment will be made subject to Tax Deduction at source, if applicable as per rules.
- (iv) Payment details of employee along with bank transfer or cheque payment detail. MP-IDSA reserves the right to deduct amount from the bill towards compensation for unsatisfactory service or less attendance as provided under the contract.
- (v) Only biometric attendance system shall be considered valid attendance claim.

8. The Services are to be offered by the vendor on (Monday to Friday) and as per work schedule of the institute.

9. **Pre-qualification/Eligibility Criteria:** The following shall be minimum eligibility criteria for selection of bidders technically:-

a) Legal Valid Entity: The Bidder shall necessarily be a legal entity either in the form of a Limited Company or a Private Limited Company registered under the Companies Act, 1956 or a Partnership firm or Proprietorship firm. Bidder in the form of JV/Consortium is not permitted.

b) Registration: The Bidder should also be registered/comply with various statutory compliances.

c) Experience: The Bidder should have experience in providing similar nature of work experience involving Manpower in reputed firms in last three Financial Years.

i) The agency should have a minimum average turnover of Rs. 40 Lakhs per annum for the last three years. One similar nature of work where the agency is currently carrying out the said scope of services should not be less than Rs.10 Lakhs per annum.

i) Experience of having successfully completed similar works during last 3 financial year ending Mar 2023 to the one in which applications are invited should be either of the following: -

a. Three similar completed works costing not less than the amount equal to 40% of the estimated cost.

or

b. Two similar completed works costing not less than the amount equal to 75% of the estimated cost.

or

c. One similar completed work costing not less than the amount equal to 100% of the estimated cost.

(iii) For MSME registered bidder: Declaration of Udyog Aadhaar Memorandum (UAM) number by the MSME vendors on GeM portal should be made. The MSE bidders who fail to submit UAM number will not be able to avail the benefits available to MSEs as contained in Public Procurement Policy for MSEs.

(iv) MSME bidders under relevant category need not to deposit EMD.

(v) Operational Office in Delhi NCR. The firm must have operational Office with round the clock control room/back Office. The Office must have computer/phone for prompt communication

10. In case of any dispute, the matter will be referred to sole arbitratorship as appointed by the Director General, MP-IDS A or his nominee and his decision will be final and binding to both the parties.

11. **Evaluation of Bid:**

(a) The Competent Authority reserves the right to reject any or all tender without assigning any reason whatsoever.

(b) The successful bidder will be the one who emerges overall L-1 out of responsive bids. Basis of ranking will be the least cost, which would be total payout including all taxes, duties and levies.

(c) Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after due procedure.

(d) The Competent Authority reserves the right to reject any or all the bids, amend/withdraw any terms and conditions in the Tender document or to cancel the Tender without assigning any reason and the decision of the competent authority in this regard shall be final and binding.

(e) In case of a tie between L-1 Bidders, the two or more firms offer the same overall rates, successful bidders will be the one whose turnover is higher than the other competitor (s) for last three financial years.

12. **Discrepancies in Price Bid:**

(i) If, in the price structure quoted by a bidder, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the Institute feels that the bidder has made a

mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

(ii) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected, and

(iii) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail. If the bidder does not agree to the observation of the Institute, the tender is liable to be ignored.

13. **Termination of Contract:** The agreement / work order can be terminated by MP-IDSA or the contractor shall be required to give three month advance notice in writing for termination of contract, failing which the security deposit shall stand forfeited. During the period of such notice, the performance of work shall not hamper and both parties continue to abide by their respective obligations. On termination of the contract for any reason whatsoever, the selected vendor will remove their personnel and material immediately from the premises of MP-IDSA.

14. **Police Verification.** Contractor will be responsible to ensure that the staff employed by him are security cleared by Police Station of the staff's residential area. Police verification is to be submitted for all employees at least 10 days prior to commencement of work or before any person is replaced. The Contractor will also ensure that no person employed by him had been/ is involved in anti-state activities.

15. **Procedure of Deployment:** After award of work, the contractor shall produce (within one week) at least 04 candidates of each category for interview at MP-IDSA. Only based of interview and skill test, the person shall be deployed at MP-IDSA.

16. Contractor shall immediately replace the person, if any complaint received from MP-IDSA. Similarly if the contractor wants to change the location or remove the person from institute he will have it inform MP-IDSA in writing with suitable replacement.

17. The person to be deployed shall be fully vaccinated, and fit for the duties. The preferred age group shall be 25-40 years.

18. **Dispute Resolution.**

(a) Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then the matter will be referred for adjudication to a sole Arbitrator appointed by the Director General, MP-IDSA

(b) The award of the sole Arbitrator shall be final and binding on all the parties. The arbitration proceeding's shall be governed by Indian Arbitration and Conciliation Act 1996 as amended from time to time.

(c) The cost of Arbitration shall be borne by the respective parties in equal proportions. During the pendency of the arbitration proceeding and currency of contract, neither party shall be entitled to suspend the work/service to which the

dispute relates on account of the arbitration and payment to the contractor shall continue to be made in terms of the contract. Arbitration proceedings will be held at Delhi/New Delhi only.

19. **Jurisdiction of Court.** The courts at Delhi / New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.



Col. Rajeev Agarwal(Retd)
Assistant Director (Admin)

**(To be given on Company Letter Head)
NON-BLACKLISTING CERTIFICATE**

We hereby certify that our firm..... has no legal suit/criminal case pending or contemplated against the Proprietor of the agency or any of its Directors on grounds of moral turpitude or for violations of any of the laws in-force. Also, that the firm/agency has never been black listed by any Government or semi Government authority during the last 03 years.

(Name and Signature of the Bidder, with Official Seal)

CERTIFICATE
(PERFORMA FOR NO NEAR RELATIVE (S) OF THE
CONTRACTOR WORKING IN MP-MP-IDSA)

(To be executed on Rs.10/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)

IS/O
Sh.....

.....
R/o..... Hereby certify that none of my relative (s) as defined in the tender document is/are employed in MP-IDSA as per detail given below. In case at any stage, it is found that the information given by me is false/incorrect, DoT shall have the absolute right to take any action as deemed fit, without any prior intimation to me.

Signature of the Tenderer with seal

The near relative (s) means: -

- a) Members of a Hindu Undivided family;
- b) They are husband and wife.
- c) The one is related to the other in manner as father, mother, son(s) & son's wife (daughter-inlaw), Daughter (s) & daughter's husband (son-in-law) brother (s) and brother's wife, sister (s) sister's husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the Tenderer with seal

HIRING OF MANPOWER SERVICE ON FIXED REMUNERATION BASIS**SCOPE OF WORK/JOB DESCRIPTION OF STAFF`S**

SNO	Designation	Qualification & Experience	Job Profile
(i)	Library Executive	<p>Bachelor's Degree (Diploma in Library Science (DLib) or a Diploma in Library and Information Science (DLiSc) after 10+2</p> <p>Age:-25-40 years (As on 01-01-2024)</p>	<p>i. Smooth monitoring of Book Section.</p> <p>ii. Providing assistance to users in Book Section, Maintaining Grey Literature (rare documents) in the Compactor Racks.</p> <p>iii. Preparing Current Journal Contents (CJC) every month.</p> <p>iv. Shelving of Books in Book Section, Providing information to the users in Book Section according to their requirement.</p> <p>v. Any other task assigned by the Institute.</p>
(ii)	Receptionist	<p>Bachelor's Degree or Diploma and certifications in the front office after 10+2</p> <p>Age:-25-40 years (As on 01-01-2024)</p>	<p>i. Answering, screening and forwarding incoming phone calls.</p> <p>ii. Receiving visitors at the reception and directing them appropriately.</p> <p>iii. Receiving and sorting daily mails and couriers.</p> <p>iv. Taking and relaying messages.</p> <p>v. Monitor visitor access and maintain security awareness.</p> <p>vi. Assisting in handling the attendance equipment including bio-metric attendance.</p> <p>vii. Act as a communication interface of the Institute with the outsiders.</p>

			<ul style="list-style-type: none"> ii. Providing general administrative and clerical support during MP-IDSA events. x. Any other task assigned, from time to time. x. General Handling of Computers
(iii)	Multi-Tasking Staff (MTS)	<p>10+2 with valid Driving License</p> <p>Age:-25-40 years (As on 01-01-2024)</p>	<ul style="list-style-type: none"> i. Keeping record of incoming and outgoing mails ii. Dispatch Rider on Motorcycle ii. To distribute stationery v. Issue of Security Passes and Vehicle Stickers v. To keep of Postage Stamp / Franking Machine vi. Any other task assigned by the Institute.

Col Rajeev Agarwal (Retd)
Assistant Director (Admin)