

Tender

for

**Outsourcing of Manpower Services on contract basis
for the different posts**

Tender Notice No. : IPA/ICTD/Manpower/2019 dated 09.08.2019



**Indian Ports Association,
1st Floor, South Tower, NBCC Place
Bhism Pitamah Marg, Lodhi Road,
New Delhi-110003**

Cost of Document: Rs. 1,500/-

**Indian Ports Association,
1st Floor, South Tower, NBCC Place
Bhism Pitamah Marg, Lodhi Road, New Delhi-110003
Tel. No. 0091-011-24369061/63, 24368334,
FAX: 011-24365866.**

Name of work : **Tender for “Outsourcing of manpower services on contract basis for the different posts”**

Tender Notice No. : IPA/ICTD/Manpower/2019 Dated 09.08.2019

Cost of Tender Documents : Rs. 1,500/- (Non-refundable)

EMD : Rs One Lakh

Contract Period : Contract Basis for a period of **Two Years**
From the date of issue of Contract.

Last date of Tender submission : 02.09.2019 by 1500 hrs.
|

Validity of Tender : 120 days from the due date

Tender Submission to : **Managing Director,**
Indian Ports Association,
1st Floor, South Tower, NBCC Place
Bhism Pitamah Marg, Lodhi Road,
New Delhi-110003
Tel. No. 0091-011-24369061/63,
24368334, FAX: 011-24365866.

..
**Indian Ports Association,
1st Floor, South Tower, NBCC Place
Bhisam Pitamah Marg, Lodhi Road, New Delhi-110003
Tel. No. 0091-011-24369061/63, 24368334,
FAX: 011-24365866.**

TENDER NOTICE
FOR OUTSOURCING OF MANPOWER SERVICES ON CONTRACT BASIS

TENDER No: IPA/ICTD/Manpower/2019

DATED: 09.08.2019

Sealed tender in two bid system are invited from reputed agencies for engagement of agencies from Registered / Well established Manpower Service Provider Agencies /Firms having valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, GST Registration and PAN Card, up to date VAT clearance Certificate for providing manpower as per the details mentioned below on contract basis (subject to variation depending upon the actual requirement of the Department, for a period of two years).

The Service Providers should have five(5) years experience of providing manpower to various Organizations and average turnover of Rs. two Crores per annum during last three years (FY 2016-17, 2017-18, 2018-19). The persons to be deployed by the service providers should have the educational qualification/experience as mentioned against each post mentioned in Annexure-1.

Three Agencies will be empanelled for each category viz. Data Entry Operator, Technical Assistants, Programmers and Management Associates for an initial period of two years only and which shall be extended further through mutual consent. The hiring of services for providing Office Support staff through this tender shall have no employment obligation on IPA or Major Port Trusts or Ministry of Shipping or organizations under Ministry of Shipping.

1. The period of contract will initially be for a period of two years from the date of award of contract subject to review of performance every three months and will be extendable at the discretion of Managing Director, IPA after expiry of contract.
2. The service providers shall provide the required number of manpower within a period of 10 days from the date of the contract and failure to comply with the same or found deficient in service shall invite penalty fee or forfeiture of the security deposit for the omission/ deficiencies in service.
3. The service provider shall quote for all the posts or any single post or combination of posts.
4. **The rates for different category of manpower services that may be required for the proposed services shall not be less than the rates of minimum wages prescribed by the Government from time to time under contract Labour (R&A) Act – 1970 and the Minimum Wages Act 1948.**

5. The tender should be submitted under **Two Bid System** i.e. **“Technical Bid”** and **“Financial Bid”** clearly super-scribed on the envelope and containing information as prescribed in Form I, II, III, & IV.

The “Financial Bid” must contain the rate for engaging manpower on monthly basis for normal duty of 8 (eight) hours per day per person in Form V. Bidders will be required to quote separately for all such elements like minimum wages required, service charges and all other statutory requirements like PF, ESI or any other taxes as may be applicable. **Both the sealed envelopes** super-scribed

“Tender for supply of Manpower” should be addressed to Managing Director, **Indian Ports Association, 1st Floor, South Tower, NBCC Place, Bhisam Pitamah Marg, Lodhi Road, New Delhi- 110 003** and should be submitted on or before 1500 hrs. of 02.09.2019. The **Technical Bids** will be opened on 02.09.2019 at 1530 hrs. in presence of bidders, if they wish to be present.

Tenderer has to submit its tender, along with the required non-refundable fee of **Rs. 1,500/-** towards tender cost.

- 6 The **Financial bids of the successful bidders**, who have been found technically qualified, will be opened at a later date and those will be intimated separately before opening.

s/d

Chief Administrative Officer,
Indian Ports Association.

Attached

1.0 Eligibility Condition

2.0 Terms & Conditions

Form – I - Proforma

Form – II - Minimum eligibility criteria

Form – III - Prior Experience

Form – IV - Declaration

Form – V (A & B) - Proforma for Financial Bids (to be submitted 2nd cover)

1.0 ELIGIBILITY CRITERIA

- a. The bidder must be an Agency engaged in providing the **Manpower support services to various organizations** for at least five years with an annual turnover of minimum Rs. two crores (average) during the last three years viz. 2016-17, 2017-18 and 2018-19. The bidder has to attach copies of audited balance sheet and profit & loss account or a certificate in original from a Chartered Accountant on the turnover from “**providing Manpower Support Services**” for the reference years.
- b. The bidder should have provided the services of Manpower support staff professionals each of the prescribed categories (*Annexure-I & II*) in at least two government organizations in the year 2017-18. Give details as per Form-III along with satisfactory performance report from the Clients.
- c. The bidder should have completed similar job of the value of not less 30 lakhs (single job) or 20 lakhs each for two Jobs or more during immediately preceding 3 years.
- d. The bidder must have a regular and registered corporate office along with registered offices in major cities in a commercial complex with telephone and other office infrastructure with records of persons deployed in the last 3 years as per Form III.
- e. The bidder should be registered with the GST department and should carry a valid PAN from the Income Tax department.
- f. Should produce Articles of Association (in case of registered firms), Bye laws and certificates for registration (in case of registered co-operative societies) and partnership deed (in case of partnership firm).
- g. The bidder should be registered with the Employees Provident Fund Organization (EPFO) and Employees State Insurance Corporation (ESIC) on the date of bid submission.
- h. The bidder has to give an undertaking (self-certificate) that there has been no litigation with any government department on account of similar services.
- i. An undertaking (self-certificate) that the bidder has, in the past, supplied Provident Fund Statements and ESIC cards to its deployed individuals for the full period of their deployment in various organizations, and shall be responsible for all the acts & obligations under the provisions of Employees Provident Fund & Misc Act.

Note : In order to the bids to be considered, the Agencies are requested to furnish documents for each of the above clauses.

2.1 BIDDING PROCESS

2.2 Bid Submission

- a. Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.

- b. Technical Proposal with Demand Drafts amounting to Rs. 1500 (Rupees one thousand five Hundred) towards tender fee and Rs. 1,00,000/- (Rupees one lakh only) towards EMD, drawn on a scheduled commercial bank and payable to Indian Ports Association, New Delhi may be placed in an envelope and superscripted "Technical Proposal along with Document Fee & EMD". Financial Proposal may be placed in separate envelope and superscripted "Financial Proposal". Both the envelopes shall be placed in an envelope. The envelope should be sealed and superscripted "**Tender for Manpower Support Services (DEO, TA, Programmers and Management Associate, Office/Research Assistants)** due on 02.09.2019 atN1500 hrs.". The envelope may be addressed to the Managing Director, IPA and is to be submitted at IPA, New Delhi office before the due date and time specified above.

2.3 Earnest Money Deposit (EMD) and Tender Fee:

- a. The Bidders shall furnish, Earnest Money Deposit (EMD) of Rs 1,00,000/- (one lakhs only) in the form of Demand Draft / Bankers' Cheques, from a scheduled commercial bank, drawn in favour of Indian Ports Association payable at New Delhi. The EMD of unsuccessful bidders shall be returned without interest after finalization of the tender. EMD of the successful bidders shall be returned without any interest, on receipt of BG of equal amount valid for the period of empanelment / extended empanelment.

2.4 Forfeiture of Earnest Money Deposit/Security Deposit: The Earnest Money Deposit can be forfeited if a Bidder:-

- Withdraws its bid during the period of bid validity.
- Does not accept the correction of errors.
- In case of the successful Bidder fails to sign the contract within the stipulated time.
- Bidder fails to execute the contract within stipulated time

2.5 Pre bid meeting

IPA will hold a pre bid meeting with the prospective bidders at 1400 hrs. on 19.08.2019 in the IPA Conference Hall. Queries received from the bidders two days prior to the pre bid meeting only will be addressed. The queries can be sent to IPA through email at ipa@nic.in.

2.6 Last date for submission of bids

- a. Bids, complete in all respects, must be submitted by the due date and time.
- b. IPA may, at its own discretion, extend the date for submission of bids. In such a case all rights and obligations of IPA and the Bidders shall be applicable to the extended time frame.
- c. The offers submitted as documents, by telex/telegram/fax/Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- d. At any time prior to the last date for receipt of bids, IPA, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment will be notified on IPA's website <http://www.ipa.nic.in> should be taken into consideration by the prospective bidders while preparing their bids.
- e. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, IPA may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.
- f. The bidders will bear all costs associated with the preparation and submission of their bids. IPA will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- g. In case the terms and conditions of the contract applicable to the Invitation of bid are not acceptable to any bidder, they should clearly specify the deviations in their bids.

2.7 Opening of Bids

- a. IPA will open the Technical proposal on due date. The technical proposals of only those bidders whose tender fee and EMD drafts are found to be in order will then be passed on to a duly constituted Technical Evaluation Committee (TEC).
- b. Bidders' representatives can remain present during the bids.
- c. Financial bids of only the technically qualified bidders, shall be opened on a notified date and time, in the presence of bidder's representatives, who chose to remain present.

2.8 Bid Validity

All the bids must be valid for a period of 120 days from the date of tender opening for placing the initial order. However, the rates should be valid for the initial/extended period of empanelment from the date of empanelment. No request will be considered

for price revision during the empanelment (contract) period. If necessary, IPA will seek extension in the bid validity period beyond 120 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

2.9 Evaluation of bids

- a. When deemed necessary, IPA may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their bid has been accepted.
- b. IPA may waive any minor informality or non-conformity or irregularity in a bid, provided such waiver does not prejudice or affect the relative ranking of any other bidder.
- c. Any effort by a bidder to influence IPA's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
- d. IPA reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidders or bidders and of any obligation to inform the affected bidders of the grounds for IPA's action and without assigning any reasons.
- e. Arithmetical error will be rectified on the following basis: - If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price with quantity, the unit price will prevail and the total price will be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected and EMD forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
- f. Printed Conditions mentioned in the tender will not be binding on IPA. If any specific condition is to be accepted it should be specifically mentioned in the tender itself.

2.9.1 Technical Evaluation

The two-stage selection procedure will be adopted for evaluation of the bids. In the first stage, the technical bids will be evaluated by a duly constituted Technical Evaluation Committee (TEC). The first process for the TEC is to examine the eligibility of the bidders as per the tender specifications. Bids of the bidders, not satisfying the eligibility criteria will be rejected. Subsequently, the TEC would examine the technical details and may ask for additional information from the bidders. On request from the TEC, the bidding bidders may have to produce additional information. The time limit, in which the bidders' have to submit additional information, will be decided by the TEC and its decision will be final in this regard. Bids of the bidders failing to adhere to the specified time limit will be rejected.

2.9.2 Financial Evaluation

- a. After approval of the TEC report by the competent authority, the processing of the second stage will commence with the opening of the Financial Bids of only the technically qualified Bidders. A TEC would scrutinize the commercial bids. The bids, found lacking in strict compliance to the commercial bid format will be rejected straightaway.
- b. L1 is the agency quoting least percentage of agency charges in the financial bid table. In case two or more agencies quote the same percentage, the agency with the highest turnover taken together for three reference years will be taken as L1.
- c. A panel of three agencies will be kept to service the growing requirements of DEO/TA/Programmer/Management Associates professionals. L2, L3..... in that order will be asked to match L1 rates. two more agencies, other than L1 agreeing to L1 rates, will be identified to maintain a panel of three agencies. If none of the L2, L3....agree to match L1 rates then L1 alone will be on the panel.

3.0 Award of Contract (Empanelment)

- a. On written communication from IPA for having qualified for empanelment the bidder will sign the contract (letter of empanelment) within 7 days of such communication. Failing which the offer will be treated as withdrawn and EMD forfeited.
- b. IPA will have a panel of three bidders for availing the services during the period of empanelment, which will be initially for two years. Depending on the requirements, IPA may extend the period of empanelment for additional period(s) through mutual consent. The empanelled bidders will have to renew/re-submit the security deposit for the extended period of empanelment.
- c. The bidders selected for empanelment will give Security Deposit of Rs 100,000/- (Rupees One Lakh) in the form of Bank Guarantee from a scheduled commercial bank for the duration of the empanelment or extended period, if any, in favour of Indian Ports Association, New Delhi.

3.1 Providing Services / Support

- a. For the deployment of professionals, the empanelled bidder, on demand from IPA/Port Trusts/Ministry of Shipping, shall forward list of eligible candidates from its website. A duly constituted Selection Committee from IPA/Ministry of Shipping/Ports Trusts will select the candidates for deployment. The bidder will post only the recommended candidates. The names of candidates, rejected by the selection committee will not be forwarded again for a period of three months.

- b. In case the empanelled bidder fails to submit list of eligible candidates, on demand, to IPA three times in a row, the bidder's empanelment will be cancelled and Security Deposit forfeited.
- c. The bidder will deploy the requisite manpower within 10 days of placing the work order by IPA. Beyond ten days a penalty of Rs 300/- per day per person will be levied for a period of 10 days and after that the work order will be cancelled and manpower obtained from alternate sources at the risk and cost of the defaulting bidder. The work order cancellation charges will be applicable.
- d. For the manpower deployed, the agency will keep with them proof of identity *viz.* passport/DL/Adhar Card etc. , their present and permanent address (with proof), educational and technical qualification details, specimen signature, two passport size photographs and furnish these details/information to IPA, as and when required.
- e. The agency will issue appointment order to the deployed manpower only after character verification from a gazetted officer. A copy of the appointment order should be endorsed to the CAO/Coordinator. Agency deployed professionals will wear the agency issued I-cards on their person at their respective places of work.
- f. The personnel hired from the agency will report to IPA/Port Trusts/Ministry of Shipping project heads, who will assign them specific tasks as per job profile given at Annexure-I & IV.
- g. The agencies will ensure that salaries are given to the deployed professionals in time. Any unjustifiable delay, beyond ten working days from the receipt of the satisfactory performance/attendance report, will attract a penalty as per the penalty clause. It is the responsibility of the agency to procure the performance/attendance report from the coordinator in IPA/ Port Trust/ Ministry of Shipping in the first week of the succeeding month.
- h. In case any personnel of the Agency is found engaged in doing any work other than the task assigned to him/her or is found not useful to the project or leaves the project without any notice, the agency will arrange the replacement within one week at its own cost, otherwise the penalty will be applicable as per the penalty clauses.
- i. The agency will be responsible for any damage to equipment, property and third party liabilities caused by acts on part of its deployed manpower at IPA/Port Trusts/Ministry of Shipping's premises. All equipment will be used only for the purpose of carrying out legitimate business of organization and will not be put into any other use. For any established damage the extent of damage as decided by IPA will be final and binding on the agency.
- j. The staff deployed by the agency will maintain office decorum and follow all the office timings for punctuality. They will be courteous, polite and cooperative and able to resolve the problems. The agency will verify the character antecedents before deploying any person at IPA/Port Trusts/Ministry of Shipping.

- k. Medical or any other allowances to the staff deployed will not be borne by IPA/Port Trusts/Ministry of Shipping. It will be the responsibility of the agency.

3.2 Penalty for non-performance

- a. The bidder will deploy the requisite manpower within 10 days of placing the work order by IPA. Beyond ten days a penalty of Rs 300/- per day per person will be levied for a period of 10 days and after that the work order will be cancelled and manpower will be obtained from alternate sources at the risk and cost of the defaulting bidder. Work order cancellation charges will be applicable.
- b. In case of the starting date of work order is from “date of joining” the manpower should be deployed within 30 days from the date of issue of work order. Beyond 30 days a penalty of Rs 300/- per day per person will be levied for a period of 10 days and after that the work order will be cancelled and manpower will be obtained from alternate sources at the risk and cost of the defaulting bidder. Work order cancellation charges will be applicable.
- c. The agencies will ensure that salaries are given to the deployed technical professionals in time. Any unjustifiable delay, beyond seven working days from the receipt of the satisfactory performance/attendance report, will attract a penalty @ Rs 500/- (Rupees Five hundred only) per day per person. Beyond seven days IPA reserves the right to cancel the work order and change the agency. In addition to the penalty, work order cancellation charges will be applicable.
- d. The defaulting bidder is liable to pay work order cancellation charges of 10% of Contract value which will be realized through the pending bills or Security Deposit or by raising claims.
- e. In case of 3 cancellations of the work orders, the Bidder’s empanelment will be terminated, Security Deposit will be forfeited and work got done from alternate sources at the risk and cost of the defaulting Bidder.
- f. In the case of any of the defaults described above, IPA reserves the right to get the work done through alternate sources at the cost and risk of the defaulting agency.

3.3 Payment terms

- a. The Payments to the bidders will be made on the basis of the man months of the services provided at IPA/Port Trusts/Ministry of Shipping premises.
- b. All payments to bidder will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961, penalty for late payments and other taxes if any applicable as per Government of India rules.

- c. The bidder will submit Pre-receipted bills in triplicate by the 15th day of the succeeding month enclosing therewith:
 - i. The empanelled bidders will make the payment to their deployed staff, on receipt of a satisfactory performance certificate from the project head/user's authorized representative. The payment will be made for the number of days worked in a month as reported by the project head/user's representative within 7 days of the receipt of such information. This certificate should be sent to IPA along with the bills.
 - ii. The empanelled bidders will submit a copy of the appointment letter issued to the deployed professionals along with the first bill for claiming reimbursement for the services provided to IPA or its clients.
 - iii. Proof of Payment in the form of acquaintance roll, duly signed with date to the individuals concerned for the local staff or proof of dispatch of draft or proof of ECS transfer, giving bank name, draft/ECS number, date and amount paid to the outstation individuals.
 - iv. Support documents for payment of TADA to the agency professionals for the journeys performed on official duty, duly certified by IPA/Port Trusts/Ministry of Shipping project head/Client's representative. TADA will be as applicable to equivalent officers in IPA/Port Trusts/MoS. Agency charges are not applicable on the TADA.
 - v. Pre-receipted bills in triplicate will be raised in terms of man-months. Payment will be made within 30 days of submission of completed documents.
 - vi. Location wise pre-receipted bills in triplicate will be raised in terms of man-months for corresponding locations if man power is deployed in different locations as per work order.
- d. Satisfactory performance linked with annual increment will be admissible to the agency deployed professionals on the recommendations of IPA/Port Trusts/Ministry of Shipping project heads, as prescribed Financial Bid Form V (A & B)
- e. Work done on holidays (Saturday, Sunday and general holidays): Man power should be deployed in holidays after obtaining prior approval from the competent authority of the project site. Agency shall pay salary to man power for extra days work done on prorate basis and claim. Agency charges will be applicable on salary paid for extra work done.

3.4 Security

- a. The agency will ensure that no information about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.

- b. The agency or its deployed personnel, by virtue of working on IPA/Port Trusts/Ministry of Shipping projects, can't claim any rights on the work performed by them. IPA/Port Trusts/Ministry of Shipping will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables.

3.5 Indemnity

- a. The empanelled agency will indemnify IPA/Port Trusts/Ministry of Shipping of all legal obligations of its professionals deployed .
- b. IPA/Port Trusts/Ministry of Shipping also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this empanelment and also for any damages or compensation due to any dispute between the agency and its staff.

4.0 IPA/Port Trusts/Ministry of Shipping

- a. The selected agency will not, without IPA's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, sample of information furnished by or on behalf of IPA in connection therewith, to any person other than a person employed by the agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and will extend only so far as may be necessary for purposes of such performance.
- b. The selected agency will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then IPA will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default.
- c. IPA may by written notice sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for IPA's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. IPA reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.
- d. In the event of the agency's company or the concerned division of the company is taken over / bought over by another company, all the obligations under the agreement with IPA, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
- e. All panel agencies automatically agree with IPA for honoring all aspects of fair trade practices in executing the work orders placed by IPA.
- f. The Technical support to the project will be provided throughout the country and the period for which the support is required will be indicated by IPA from time to time.

4.1 **Termination for Insolvency & Default**

4.2 **Termination for Insolvency**

IPA may at any time terminate the work order / contract by giving written notice of four weeks to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent.

4.3 **Termination for default**

a. Default is said to have occurred

- If the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by IPA.
- If the agency fails to perform any other obligation(s) under the contract / work order.

b. If the agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from IPA (or takes longer period in spite of what IPA may authorize in writing), IPA may terminate the contract / work order in whole or in part. In addition to above, IPA may at its discretion also take the following actions

- IPA may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate IPA for any extra expenditure involved towards support service to complete the scope of work totally.

5.0 **Force Majeure**

a. Force majeure clause will mean and be limited to the following in the execution of the contract / purchase orders placed by IPA:-

- War / hostilities.
- Riot or Civil commotion.
- Earthquake, flood, tempest, lightning or other natural physical disaster.
- Restriction imposed by the Government or other statutory bodies, which is beyond the control of the agencies, which prevent or delay the execution of the order by the agency.

b. The agency will advise IPA in writing, duly certified by the local Chamber of Commerce, the beginning and the end of the above causes of delay, within seven

days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, IPA reserve the right to cancel the order without any obligation to compensate the agency in any manner for what so ever reason.

6.0 Arbitration

IPA and the vendor will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute will be referred to two arbitrators, one to be appointed by each party and the third to be appointed by the Managing Director, IPA, New Delhi and the award of the arbitration , as the case may be, will be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the time frame for making and publishing the award. Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

7.0 Applicable law

The work order will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

8.0 Clarification on the date of joining mentioned in work order

- (a) In case of the start date of work order is “date of joining”, the agencies will ensure that manpower deployed will be within 30 days from the date of issue of the work order.
- (b) In case of extended period, if the work order issued with start date as “date of joining”, special permission may be obtained from the competent authority for extension beyond 30 days from the date of issue of the work order.
- (c) If the work order is issued for certain number of man power with start date mentioned as “date of joining”, the agencies will ensure that all manpower deployed will be within 30 days from the date of issue of work order otherwise the deployed number of manpower only permissible.
- (d) Non deployment of manpower within 30 days from the date of issue of the work order, the work order will be treated as cancelled and will attract a penalty @ Rs 300/- (Rupees Two hundred fifty only) per day per person will be levied for a period of 10 days and after that the work order will be cancelled and manpower will be obtained from alternate sources at the risk and cost of the defaulting bidder. Work order cancellation charges will be applicable.
- (e) No work order will be issued as start date as “date of joining”, for earlier work done period.

9.0 Other Terms & Condition

1. The Agency should verify and submit whether any Police records/criminal cases are pending against persons supplied by the Agency. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting proofs of residence and recent photograph and **submit the PVC (Police Verification Certificate) to IPA**. The service provider will also ensure that the personnel deployed are medically fit and will keep record and certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any Reasons immediately on receipt of such a request.
2. The service provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
3. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of TMH. The service provider shall be responsible for any act of indiscipline on the part of persons developed by him.
4. IPA may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and service provider shall forthwith comply with such requirements.
5. The service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
6. Office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
7. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.
8. 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 Department.
9. The service provider's person shall not claim any benefit / compensation / absorption / regularization of services in this office under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.

10. The person deployed through the Agency shall not claim any Master & Servant relationship against this office.
11. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
12. The service provider shall engage the necessary person as required by our office from time to time. The said person engaged by the service provider shall be employee of the service provider and it shall be the duty of the service provider to pay their salary every month in time. There is no Master & Servant relationship between the employees of the service provider and the IPA, further that the said person(s) of the service provider shall not claim any benefit. The contractor should not stop the payment of salary on account of delays not attributed to the engaged.
13. The transportation, food, medical and other statutory requirement under the exclusive various Acts/Govt. Regulations in respect of each personnel of the service provider will be the responsibility of the service provider. This shall include payment of PF, ESI, and Service Tax etc. However, payments in respect of PF, ESI etc. or any such other statutory requirements to the successful contractor shall be made subject to furnishing of proof of such payments to the concerned authorities indicating the PF No., ESI No. etc. of the outsourced persons every month without fail and before submitting bills for the subsequent months. The bill should be for reimbursement of the actual amount to the service rendered by the contractor. Documentary evidence for having deposited PF, ESI in r/o deployed person shall be submitted by the Empaneled agency to IPA along with their monthly bill.
14. Working hours will be decided by the head of the Department concerned in the interest of the IPA/Ministry of Shipping.
15. The service provider will submit the bill in triplicate in the 1st week of following month for payment. The payment will be made on pro-rata basis whatever the amount comes to after necessary deduction in terms of non-permissible absence of the manpower.
16. The service provider will provide the required personnel for shorter period also, in case of any exigencies as per the requirement of the office.
17. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
18. If for any reason the personnel deployed by the service provider proceeds on absence he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The service provider shall provide a substitute in case the absence exceed 3 days or even earlier.
19. Payments to the service provider would be strictly on certification by the office with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.

- 20.** The service provider shall be contactable at all times and message(s) sent by E-mail/Fax/Special Messenger/Phone from the centre to the service provider shall be acknowledged immediately on receipt on the same day. The contractor will ensure every day that the required manpower has been complied with.
- 21.** Indian Ports Association reserves the right to cancel the contract at any stage without assigning any reason.
- 22.** However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the Agreement then one month's wages etc. and any amount due to the agency from the IPA shall be forfeited.
- 23.** That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- 24.** All disputes and differences arising out or in any way touching or concerning the contract shall be within the jurisdiction of New Delhi.
- 25.** Contact person from contractor must be available on call basis to solve the day to day issues relating to the issue of the manpower deployed by the service provider.

FORM – I
PROFORMA

To,

Managing Director
Indian Ports Association
1st floor, NBCC Place,
B P Marg, Lodi Road,
New Delhi – 110 003

Subject : Providing Manpower Services on Contract Basis

Sir,

I have read and examined in detail the tender document in respect of providing manpower services on contract basis, do hereby express our interest to provide such services.

Correspondence Details :

- 1) Name of the Company
- 2) Address of the Company

- 3) Name of the contact person to whom all references shall be made

- 4) Designation and address of the person to whom all references shall be made regarding this tender.
- 5) Telephone (with STD Code)
 - a. E-mail of the contract person
 - b. Fax No. (with STD code)

It is certified that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment.

Document framing part of the bid : -

- 1) Form II : Minimum eligibility
- 2) Form III : Prior Experience
- 3) Form IV : Declaration Letter
- 4) Form V (A & B) : Financial Bid
- 5) Earnest Money Deposit & Document Fee
- 6) Letter of authorization (in the name of contract person) representing the company

Thanking you,

Yours faithfully,

(Signature of Authorized Person)

Place _____ Name _____

Date _____ Designation _____

Seal _____

**FORM – II
(TECHNICAL DETAILS)**

MINIMUM ELIGIBILITY

a) Name of the Agency:

b) Incorporated as _____ in year _____ at

(State Registered Firm, Co-operative Society or Partnership Firm)

c) Whether any Legal Arbitration/proceeding is instituted against the Agency or the Agency has lodged any claim in connection with works carried out by them. If yes, please give details.

d) Whether the agency complies with the requirement of Registration under the Contract Labour (Regulation and Abolition) Act: Yes/No

e) Agency profile (*)

Address :

Name of the top executive with designation:

Telephone No : _____ Mobile : _____

E-mail :

Service Tax No :

PAN :

Office Strength : Technical : _____ Nos. Administrative : _____ Nos.

f) Turn over from Manpower : (In Rs. Crores)

2016 -17	2017-18	2018-19

g) Please provide following details with proof:

- a. The firm/agency should be registered with GST Department.
- b. The firm/agency should have PAN No. against their name.
- c. The firm/agency must have Provident Fund Account No. in their name.
- d. The firm/agency must be registered for deployment of manpower services under Companies Act, 1956 and /or other applicable local laws viz Government of NCT of Delhi, etc
- e. The firm/agency must have ESI No. in their name.
- f. The firm should have an office in New Delhi.

**FORM III
(TECHNICAL DETAILS)**

PRIOR EXPERIENCE

(Using the format below, provide information in respect of the each Organisation for whom manpower was provided by the company during the last three years)

- 1) Name of the Company/Firm/Agency along with its address and details of contract to whom manpower was provided
- 2) Type of manpower provided and their number.
- 3) Copies of work orders/Award of work from clients
- 4) Successful completion certificate from clients for the work executed/under execution

Yours faithfully

(Signature of Authorized Person)

Place _____ Name _____

Date _____ Designation _____

Business Address _____ Seal _____

FORM – IV
DECLARATION

Declaration letter on official letter head stating the following :

- 1) We are not involved in any major litigation that may have an impact or compromising the delivery of service as required under this tender.
- 2) We are not black-listed by any Central/State Government/Public Sector Undertaking in India for the subject work/Job as prescribed in this Tender.

Yours faithfully,

(Signature of Authorized Person)

Place : _____ Name : _____

Date : _____ Designation : _____

Business Address _____ Seal _____

Form V (A)

PROFORMA FOR FINANCIAL BID
(in 2nd cover)

Name of the Agency:

Prescribed Monthly Rates for Technical Assistant, Data Entry Operator,
Stenographer

All figures in Rupees

S. No.	Category/ Payment Head	Prescribed payment per month	Annual Increments	Agency Charges (% of A(X))
X		A	B	C
1	Technical Assistant	18,462	5% to 15% of A	
2	Data Entry Operator	18,462	5% to 15% of A	
3	Stenographer	24,000	5% to 15% of A	
4	Sr. Office Assistant	20,000	5% to 15% of A	
5	Office Assistant/ Assistant	18,462	5% to 15% of A	

Note GST (as applicable from time to time) shall be charged extra

Agencies to pay the Basic Rate as prescribed above in Column (A). In additional, Agencies also have to pay overtime on prorata basis.

Signature of Authorized Person)

Place _____ Name _____

Date _____ Designation _____

**Qualifications & Experience for Technical Assistants and Data Entry Operator
(Entire education must have been pursued through a government recognized institution)**

1. Technical Assistant

Job Description:

First line bug fixing and maintenance of Local Area Networks or all electrical, electronics and IT equipment. Assistance in hardware evaluation/testing.

Educational Qualifications & Experience:

- a. Three years diploma in Information Technology / Computer Science / Electronics / Telecommunication / Electrical pursued through a government recognized polytechnic.
- b. B.Sc in physics/electronics either H/w & Networking course or O/A level course of DOEACC, with a minimum experience of one year

2. Data Entry Operator

Job Description:

Data transcription onto computer amenable formats. Data entry and verification, data validation, reconciliation of validation errors. Project report generation. Preparation of documents, letters and tables, power point presentations, document conversion and computer file handling.

Qualifications & Experience

Any Graduate with

English typing speed on computers – 40 words per minute, Proficiency in Microsoft software tools like MS-Word, Excel, Access and Power Point. Or O level course of DOEACC or Equivalent

OR

High school with 6 years experience in MTS staff and knowledge of computer tools like

MS-Word, Excel, Access and Power Point

3. Stenographer

Qualifications & Experience

Any graduate from the recognized Board /University;

Short hand speed – 80 wpm (in English)

Transcription speed of 30 wpm(in English)

Good working knowledge of MS- Office

Three years experience in relevant field (secretarial assistance)

Desirable Qualification

Degree in Commerce

Diploma/ Certificate in office management / secretarial practice or equivalent/ similar qualification from Govt. Polytechnic or other reputed institutions.

Form V (B)

**PROFORMA FOR FINANCIAL BID
(in 2nd cover)**

(Programmer Assistant/Programmer/Senior Programmer/Management Associate/Sr Management Associate/Research Associate)

Name of the Agency: _____

Rates per month for professional support services

S. No	Position	Programmer Assistant	Programmer	Senior Programmer	Management Associate	Sr. Management Associate	Research Associate	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
1	Prescribed salary per month (₹)	18,462	25,500	32,000	32,000	40,000	40,000	
2	Annual Increment (₹)	5% to 15% of SI No 1	5% to 15% of SI No 1	5% to 15% of SI No 1	5% to 15% of SI No 1	5% to 15% of SI No 1	5% to 15% of SI No 1	
3	Agency charges	% of prescribed salary						
4	GST	Extra as applicable from time to time						

- The empanelled agencies will mandatorily pay the prescribed amount to the hired employees. IPA will not reimburse any amount towards Provident Fund, Employees Insurance or Bonus. These issues must be settled between the empanelled agencies and the manpower supplied by them from time to time.
- L1 is the agency quoting least percentage of agency charges. In case two or more agencies quote the same percentage, the agency with the highest turnover taken together for three reference years will be taken as L1.
- A panel of three agencies will be kept to service the growing project requirements of technical professionals. L2, L3..... in that order will be asked to match L1 rates. two more agencies, other than L1 agreeing to L1 rates, will be identified to maintain a panel of three agencies. If none of the L2, L3....agree to match L1 rates then L1 alone will be on the panel.
- IPA reserves the right to allocate the business among the empanelled agencies as per preferences, conveniences and the performance of the empanelled agencies.
- The professionals deputed to work on the projects would observe the working days/hours of IPA/Port Trusts/Ministry of Shipping. Honorarium, overtime etc, beyond office hours is admissible to the deployed professionals.
- Agency charges are not applicable on TA/DA paid on outstation duties.

Date:
Place:

Authorized Signatory:

Name:

SEAL

Educational Qualifications & Experience of Technical Professionals

All graduate degrees/diplomas should be minimum second class pursued through full time course of a government recognized university/institution

1. Senior Programmer

- a. Same as for programmer and experience of 3 years as programmer in software development and independently handling of projects.

The experience here means continuous working experience on government projects duly certified by the government organization where the work was performed.

2. Programmer

- a. MCA(BE /B.Tech) with specialization in computers/Electronics & Communication **OR**
- b. M.Sc. in Computer Science/IT and one year's experience in software development
OR
- c. Masters degree Physics /Mathematics /Statistics /Operations Research /Electronics with **either** Post Graduate Diploma in Computer Science and one year's experience in software development **OR**

Two years experience in software development.

For Programmer Assistant: All graduate degrees/diplomas Regular or through correspondence with minimum second class pursued through a government recognized university/institution

3. Programmer Assistant:

- a. M.Sc in Computer Science/IT
OR
- b. Masters degree in Physics / Mathematics / Statistics
/Operations Research /Electronics and one year's experience in software project operations and maintenance
- c. Graduate in Computer science/IT/Physics/Maths/Statistics/Electronics/Operations Research with **either** Post Graduate Diploma in Computer Application and one year's experience in software project operations and maintenance
OR
Two years' experience in software project operations and maintenance
OR
BCA with one year experience in software project operations and maintenance

Educational Qualifications & Experience of Management Professionals

All graduate degrees/diplomas should be minimum second class pursued through full time course of a government recognized university/institution

1. Management Associate

a. MCA / (BE / B.Tech).

OR

b. M.Sc. in Computer Science/IT and one year's experience in software development

OR

c. Masters degree Physics /Mathematics/Statistics/Operations Research/Electronics with

Either

Post Graduate Diploma in Computer Science and one year's experience in software development

OR

Two years' experience in software development.

With

Master degree in Business Administration (MBA/PGDM)

d. Masters degree Economic with Master degree in Business Administration (MBA/PGDM)

e. LLB, CA, ICWA with Master degree in Business Administration (MBA/PGDM)

2. Senior Management Associate

Same as for Management Associate and experience of 3 years in Techno-managerial skills can handle the execution of project with greater degree of efficiency in technical projects

The experience here means continuous working experience on government projects duly certified by the government organization where the work was performed.

3. Research Associate

a Graduate degree in Economics or Commerce. Preference will be given to those who possess degree/diploma in Management with good knowledge in MS Office and should have quantitative aptitude.

b Experience of more than 1 year in data management and analysis in Public/Private sector undertaking etc.

Job Profile of Technical/Management Professionals

1. Sr. Programmer

- a. Independently handling of system design, software development modules allocation and integration of the modules.
- b. Keeping abreast of the technological advances and application of latest technology tools for software development.
- c. Overall responsibility of a user's application.
- d. Guiding teams of Programmers and Assistant Programmer in meeting the above job profiles.

2. Programmer:

- a. Software maintenance of the existing applications and developing new applications.
- b. Guidance to Assistant programmer on project operations and software development.
- c. Maintaining user defined time schedules of software development.
- d. Preparation of system and operations manuals for the application software.
- e. Preparation of training manuals and scheduling user's training.
- f. Act as a system administrator by allocating/removing redundant user-id and passwords.
- g. Ensuring strict compliance to the back-up schedules.
- h. Coordination with maintenance agencies to handle situations like network chocking, network viruses, hard disk crashes etc.
- i. Day to day coordination with the user for software maintenance.

3. Assistant Programmer:

- a. Independently handling the software project operations on the client machines.
- b. Front-end application software development.
- c. Update the front-end software using the patches supplied by the project in charge.
- d. Scheduled report generation.
- e. Supervision of Input/output to the projects being handled.
- f. Removal of viruses.
- g. Coordination with maintenance agencies and providing first line of maintenance.
- h. Net browsing to address subject specific queries of the users.
- i. Project training and computer basics training to user officials.

4. Senior Management Associate:

- a. Process checks and improvements.
- b. Study/analyze the project requirement
- c. Provide guidance to team members and other colleagues
- d. Perform checks on the work done by subordinates
- e. Identify and resolve common problems and potential risk issues across projects.
- f. Monitor projects to ensure timely updates and performance reporting process
- g. Improve project management capabilities, knowledge, competence, and skills
- h. Prepare pre-delivery inspection schedules.
- i. GAP analysis and Process Improvement.
- j. Risk Analysis and remedies.
- k. Timely meeting with the stakeholders.
- l. Performance reviews
- m. Management / reviews.
- n. Team handling, training and interviews/ screening of new entrants.

5. Management Associate

Management Associate having Techno-managerial skills can handle the execution of project with greater degree of efficiency in technical projects. Role of a Management Associate comprise of the following:

- a. Address day to day adhoc activities related to project management office.
- b. Provide oversight to ensure projects are in compliance with established standards.
- c. Standardize project management processes and documentation.
- d. Provide up-to-date status reporting to executive management.
- e. Conduct post project reviews and lessons learned
- f. Implement continuous improvement to the overall project management process
- g. Check and Draft proposals, note sheet, annexure and amendments.
- h. Prepare draft of letters and emails
- i. Put up letter/note sheet to user/coordinators/vendors/etc.
- j. Follow up with vendors for timely delivery/installation of material/ services and deployment of resources.
- k. Design, Update and Maintain MIS as per the requirement of organization.
- l. Analyze and propose Change Requests to the management.
- m. Act as a communication bridge among user/ coordinators/vendors/ management.

6. Research Associate

- a. To assist in Port sector analysis/ research and traffic forecasting. Data analysis and Management.
- b. To assist in cost benefit analysis and appraisal of projects, research and analysis on Port efficiency parameters.
- c. Any other work assigned by Managing Director/Transport Economist/Adviser and Deputy/Assistant Director from time to time.