

**MINISTRY OF ROAD TRANSPORT & HIGHWAYS  
GOVERNMENT OF INDIA**

**Request for Proposal (RFP)**

**for**

**Invitation of Bid**

**for**

**Engagement of Placement Agency for providing  
Supporting Staff on purely Temporary Basis  
for**

**Chief Engineer-Regional Office, MoRTH, Dehradun**

**07.03.2024**

**The Chief Engineer - Regional Office  
Ministry of Road Transport & Highways  
1<sup>st</sup> Floor, The Institution of Engineers (India) Building  
Near ISBT, Saharanpur Road,  
Dehradun -248001 (Uttarakhand)  
Contact: 0135-2738657  
Email - romorthddn@gmail.com**

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## **Notice Inviting Tender**

**Chief Engineer - Regional Officer**  
**Ministry of Road Transport & Highways**  
**1<sup>st</sup> Floor, The Institution of Engineers (India) Building**  
**Near ISBT, Saharanpur Road,**  
**Dehradun -248001 (Uttarakhand)**

NIT No. RO/UK/ESTT/01

dated .03.2024

**SUB. : Engagement of Placement Agency for providing Supporting Staff on purely Temporary Basis for Chief Engineer-Regional Office, MoRTH, Dehradun.**

Chief Engineer-Regional Officer, Ministry of Road Transport and Highways, 1<sup>st</sup> Floor, The Institution of Engineers (India) Building, Near ISBT, Saharanpur Road, Dehradun now invites bids [Single Stage (RFP) process containing Technical and Financial Bids] from reputed and experienced Manpower/Placement Agencies/Firms/Companies for **Engagement of Placement Agency for providing Supporting Staff on purely Temporary Basis for Chief Engineer-Regional Office, MoRTH, Dehradun.** The Supporting staffs include Site, Engineer, Office Accountant, Personal Assistant/Stenographer, Office Assistant, Data Entry Operator, Peon, Chowkidar, Safaiwala, etc.

The complete BID document can be viewed / downloaded from official portal of the CPPP website <https://eprocure.gov.in/eprocure/app> from 07.03.2024 to 28.03.2024 (upto 17.00 Hrs. IST). Bidder must submit its Financial Bid and Technical Bid online at <https://eprocure.gov.in/eprocure/app> on or before 28.03.2024 (upto 17.00 hours IST). Technical & Financial Bids received online shall be opened and evaluated on 01.04.2024 (at 15.00 hours IST).

Bid through any other mode shall not be entertained. Please note that the Chief Engineer-Regional Officer, Ministry of Road Transport and Highways, 1<sup>st</sup> Floor, The Institution of Engineers (India) Building, Near ISBT, Saharanpur Road, Dehradun reserves the right to accept or reject all or any of the BIDs without assigning any reason whatsoever.

Officer In-charge  
Chief Engineer-Regional Officer  
Ministry of Road Transport and Highways  
1st Floor, The Institution of Engineers (India) Building  
Near ISBT, Saharanpur Road,  
Dehradun -248001 (Uttarakhand)  
E-mail: romorthddn@gmail.com

**Note:** The prospective bidders need to possess the required documents/DSC for participating in the e-Tendering process through the Central Public Procurement Portal (e-Procurement) of Government of India.

## **Instruction to bidders**

No.: RO/UK/Estt./01

Date:

Subject: Engagement of Placement Agency for providing Supporting Staff on purely Temporary Basis for Chief Engineer-Regional Office, MoRTH, Dehradun-Reg.

## 1. Introduction

- 1.1 The Chief Engineer-Regional Officer, Ministry of Road Transport and Highways, 1<sup>st</sup> Floor, The Institution of Engineers (India) Building, Near ISBT, Saharanpur Road, Dehradun (hereinafter referred as the "Client") invites bids [Single Stage (RFP) process containing Technical and Financial Bids] from reputed and experienced Manpower/Placement Agencies/Firms/Companies for Engagement of **Engagement of Placement Agency for providing Supporting Staff on purely Temporary Basis for Chief Engineer-Regional Office, MoRTH, Dehradun**. The details of Supporting staff to be engaged are as below:

Supporting Staff	Quantity*	Duration*
Site Engineer	1	12 months
Office Accountant	1	12 months
Personal Assistant/ Stenographer	2	12 months
Office Assistant	1	12 months
Data Entry Operator	3	12 months
Peon	2	12 months
Chowkidar	1	12 months
Safaiwala	1	12 months

**\*Note:** Total number of Supporting staff may increase or decrease as per the requirement of office and payment shall be made by REGIONAL OFFICE, MINISTRY OF ROAD TRANSPORT & HIGHWAYS, DEHRADUN as per actual deployment of staff. It will be the obligation of the agency to provide, on demand from REGIONAL OFFICE, MINISTRY OF ROAD TRANSPORT & HIGHWAYS, DEHRADUN, any staff other than the staff listed above, as per actual requirement and the same shall be provided under the same terms and conditions of the contract.

- 1.2 The proposals are invited **through e-tender only** (on-line bid submission) for this assignment. Bids submitted through any other mode will not be accepted. Bidders are advised to study the procedures related to e-procurement by Government of India, carefully before submission of Bids. For this, Bidders may refer the Bidders Manual Kit available in the Central Public Procurement Portal of Government of India (<https://eprocure.gov.in>).
- 1.3 The Client shall not be bound to accept the lowest or any tender and reserves to itself the right to accept or reject any bid or to accept whole or a portion of tender, as it may deem fit, without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons there for.

2. At any time before the submission of proposals, the Client may, for any reason, modify the Documents by amendment or corrigendum. The amendment will be uploaded on CPPP website. The Client may at its discretion extend the deadline for the submission of proposals and the same shall also be uploaded on CPPP website.

### **3 Preparation of Proposal**

The proposal must be prepared in two parts viz.

Part 1: Technical Bid

Part 2: Financial Bid

#### **3.1 Documents in Supporting of Technical Bid:**

- 3.1.1 Technical Bid must be submitted online as per format given with this RFP alongwith all the necessary documents. All pages and documents forming part of the Technical Bid must be signed by the Authorized Representative of the bidder. Bid submitted through any other mode will not be accepted by the Client.

- 3.1.2 Document fee: Not Applicable.

- 3.1.3 The technical proposal must not include any financial information.

- 3.1.4 Bid Securing Declaration: The Bidder must submit a bid securing declaration as per format provided in the Technical Bid.

#### **3.2 Financial Bid**

- 3.2.1 The Financial bid should include all the costs associated with the assignment. In the Financial bid the bidder is required to indicate the rates of "Service Charge" as a percentage of the fixed monthly wages of the staff (given in the RFP). The Service Charge should be mentioned in figure and numerical. The financial bid should be without any conditions attached. Conditional offer or the proposal not furnished in the said format shall be considered non-responsive and is liable to be rejected. The Service Charge quoted should not be more than 9% (Nine percent). Further, agencies may be requested to not quote the agency charges below 1% (One percent). No recovery towards agency charge will be made from salary of employee engaged through agency.

- 3.2.2 If a bidder quotes below 1% (One percent) Service Charge, the Bid shall be treated as non-responsive and will not be considered.

- 3.2.3 Applicable GST on the services of the Agency/firm will be reimbursed by the Client.

### **4 Submission of Proposals**

- 4.1 The Bidder shall submit the Technical Bid & Financial Bid online through Central Public Procurement Portal of Government of India i.e. <https://eprocure.gov.in>.

- 4.2 Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be summarily rejected.

- 4.3 The proposal must be valid for 60 (sixty) days from the closing date of submission of proposal.

- 4.4 Over writing/white inking of any word/figure in the Bid Forms, unless duly Authenticated by the Bidder, are liable to be rejected at the discretion of the Client.
- 4.5 Any Bid uploaded after the time and date specified in the RFP will be rejected.
- 4.6 The bidder shall bear all costs associated with the preparation and submission of the bid. Ministry of Road Transport & Highways in no case be responsible for these costs regardless of the conduct or outcome of the bidding process.

## 5 Proposal Evaluation

- 5.1 **Evaluation of Technical Bid:** The proposals would be evaluated by an Evaluation Committee. A two-stage procedure will be adopted in evaluating the proposal. In the first stage the Technical bid will be opened by the Evaluation Committee of MoRT&H and will be examined as to whether:

- (i) The documents are properly signed by the bidder.
- (ii) The information to be furnished by the bidder should be complete in all respect and should be in conformity with the manner in which the information has been sought in the "TECHNICAL BID".
- (iii) The firm has all valid licences as per Technical Bid and copy of the same have been uploaded with Technical Bid.

In case if any one of above requirement are not met the bid shall be declared as non-responsive and shall not be evaluated further.

After examining the proposal on above requirement, the Committee shall short - list Bidders on the basis of information provided in their Technical Bid corresponding to the requirements set forth. The decision of the committee shall be final and binding.

Financial Bids of only those bidders shall be opened and evaluated further which have been declared Responsive in Technical Evaluation by the Committee.

### 5.2 Evaluation of Financial Bid

For financial evaluation, the Service Charge quoted by the bidder shall be considered. **The bidder quoting the lowest Service Charge shall be ranked L-1. The L-1 bidder shall be declared as the "Selected Bidder".** Letter of Acceptance (LoA) shall be issued to the Selected Bidder. However, before issuance of LoA, all the personnel to be deployed by the Selected Bidder shall be interviewed by the Client or its authorized representative(s). LoA shall be issued only after the proposed staff are to the full satisfaction of the Client. In case candidates are found to be not acceptable as per requirement of the Client, the proposed staff has to be changed by the Selected Bidder and replacement candidate has to be deployed within 3 days, else the bid shall be liable to be rejected.

## 6. Annulment of Award

Failure of the successful bidder to comply with the requirement shall constitute sufficient ground for the annulment of award. The Client may make the award to L-2 bidder at the discretion of Client or call for new bids.

**7     Signing of Agreement**

The Client will sign Agreement with the Selected Bidder to whom the LoA has been issued within 7 working days from the date of LoA on a Non-Judicial Stamp paper amounting to Rs.100/- before commencement of the work. The cost of stamp paper will be borne by the Selected Bidder.

**8     Client's Right to Accept Any Proposal and To Reject Any or All Proposals.** The Client reserves the right to accept or reject any proposal, and to cancel the bidding process and reject all proposals, at any time, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Client's action.

**9.    Commencement of Assignment:**

The assignment shall commence from the date of signing of Agreement.

## **Terms of Reference**

1. **Scope of Work: Engagement of Placement Agency for providing Supporting Staff on purely Temporary Basis for Chief Engineer-Regional Office, MoRTH, Dehradun. The Supporting staff to be deployed is as follows:**

Supporting Staff	Quantity*	Duration*
Site Engineer	1	12 months
Office Accountant	1	12 months
Personal Assistant / Stenographer	2	12 months
Office Assistant	1	12 months
Data Entry Operator	3	12 months
Peon	2	12 months
Chowkidar	1	12 months
Safaiwala	1	12 months

Apart from discharging regular duties assigned to them by the officers of the Regional Office, Ministry of Road Transport & Highways, Dehradun, with due diligence, the Supporting staff must also:

- (i) Protect against theft, burglary, trespassing, prevention of any untoward incidents in and around the Regional Office and any other areas in the interest of MoRTH. In any such event, the personnel should inform immediately the officers of the Regional Office, Ministry of Road Transport & Highways, Dehradun.
- (ii) Check all Visitors, Materials, etc into the premises & from the premises and maintain records thereof.
- (iii) Provide assistance in case of strike, riots and labour unrest and emergencies to give protection to the employees of MoRTH and its property at the time of theft, damages and sabotages. Immediate information shall be given to the concerned officers of the Regional Office, Ministry of Road Transport & Highways, Dehradun on the matter.
- (iv) Collect information intelligently and take appropriate steps to prevent untoward incidents and inform officers of the Regional Office, Ministry of Road Transport & Highways, Dehradun promptly for necessary action.
- (v) Provide assistance to put off fire in the office and any other areas within the Regional Office, Ministry of Road Transport & Highways, Dehradun Premises including the office and its vicinity and informing Fire Brigade.
- (vi) Maintain registers/records relating to those activities covered under the scope of the work as per instructions of officers of the Regional Office, Ministry of Road Transport & Highways, Dehradun from time to time.

## 2. **Minimum Qualification of staff to be supplied:**

### 2.1 **Site Engineer:**

- (i) Degree to Civil Engineering with more than one year's experience or,
- (ii) Diploma in Civil Engineering with more than 5 years experience.

### 2.2 **Office Accountant:**

- (i) B.Com with minimum 50% marks.
  - (ii) Five years experience in accounts and related work.
- 2.3 Stenographers:**
- (i) Matriculation from recognized University/Board.
  - (ii) 3 years of working experience in the relevant field.
  - (iii) Must possess speed of 80 wpm in shorthand and 30 wpm in typing.
  - (iv) Should be familiar with MS Office in Computer.
- 2.4 Office Assistant:**
- (i) Matriculation with minimum 50% marks.
  - (ii) 1 years experience in related works.
- 2.5 Data Entry Operator:**
- (i) Matriculation from recognized University/Board.
  - (ii) 2 years of working experience in the relevant field.
  - (iii) Must possess speed of 30 wpm in typing.
- 2.6 Peon/Chowkidar/Safaiwala:**
- (i) Must be literate and physically fit to perform the assigned duties.
- 3. Period of Contract and Termination:**
- (i) The contract is for a period of 12 months from the date of agreement.
  - (ii) Client reserves the right to terminate the Contract without assigning any reason thereof, at any time during the period of Contract by giving 30 Days notice of its intention to do so. In the event of any such termination of the Contract, the firm/agency shall only be entitled for the amount of services actually provided under the contract till the termination of contract, subject to deductions, if any, under the terms & conditions of contract. No other claims will be allowed or considered.
- 4. Placement Agency's Responsibility & Liability:**
- (i) THE PERSONNEL ENGAGED THROUGH PLACEMENT AGENCY SHALL IN NO WAY BE CONSIDERED AS AN EMPLOYEE OF MINISTRY OF ROAD TRANSPORT & HIGHWAYS.
  - (ii) The Supporting staff deployed by the Placement Agency in the Regional Office, Ministry of Road Transport & Highways, Dehradun shall be considered as Employee of the Placement Agency.
  - (iii) The Placement Agency has to ensure that the persons deployed are not involved in criminal activities. If any personnel are found to be guilty of his conduct in any manner, the concerned personnel will be replaced by Placement Agency within 24 hours. Such persons shall not be redeployed in the Regional Office, Ministry of Road Transport & Highways, Dehradun. The Regional Office, Ministry of Road Transport & Highways, Dehradun shall in anyway NOT BE HELD RESPONSIBLE for such act and deed.
  - (iv) If any person deployed by the Placement Agency is found in any case of bribery or misuse of Public Money by Regional Office, Ministry of Road Transport & Highways, Dehradun or by any other Competent Authority, the PLACEMENT AGENCY and the CONCERNED PERSON shall be held

responsible for the same and action deemed fit as per the law shall be taken against them. Regional Office, Ministry of Road Transport & Highways, Dehradun shall in anyway NOT BE HELD RESPONSIBLE for such act and deed.

- (v) The Placement Agency shall ensure that their persons deployed wear neat & clean clothes while on duty and also be disciplined and avoid consumption of alcohol, smoking, gutkha, pan, etc.
- (vi) The Placement Agency shall be responsible for compensation to any of his workmen under the Workmen's Compensation Act, 1923 if anything happens to them during their duty hours. The Placement Agency shall ensure & pay the wages and other statutory dues in respect of his employees within the first seven days of every succeeding month of wage period positively.
- (vii) The Placement Agency shall pay the prescribed wages fixed by Regional Office, Ministry of Road Transport & Highways, Dehradun from time to time to the personnel by crediting to their bank account through ECS/RTGS/NEFT which excludes all statutory dues.
- (viii) The Placement Agency shall comply to all statutory requirements including the requirements as per EPF Act & ESI Act, as applicable from time to time for deployment of Supporting staff and shall indemnify Regional Office, Ministry of Road Transport & Highways, Dehradun from any liability whatsoever for the lapse of non-compliance by them or his representative. In particular, the Placement Agency shall deposit contributions on account of EPF&ESI with the concerned authority as applicable in each month and submit the proof of deposit of same for the previous month along with the next bill. Necessary action including termination of services will be taken against the Placement Agency in case it is found that the EPF and ESI due as per the statutory requirements have not been deposited with the concerned agencies.
- (ix) In event of any dispute arising out of or in relation to the job contract, the same shall be referred to the Client whose decision shall be final and binding.
- (x) The Placement Agency shall maintain and provide copies of all necessary records in respect of payment of Income Tax, GST, EPF, ESIC, Professional Tax etc. and provide copy of the same to Client whenever directed to do so.
- (xi) The Placement Agency shall attend to instructions of the Client regarding services, conduct and behaviour of deputed personnel.

##### 5. Financial Covenants:

The personnel provided by the placement agency will be the employee of the placement agency and will be responsible for payment of their consolidated wages, which will be reimbursed by the Regional Office, Ministry of Road Transport & Highways, Dehradun, as per agreed rates. THE PERSONNEL ENGAGED THROUGH PLACEMENT AGENCY SHALL IN NO WAY BE THE EMPLOYEE OF MINISTRY OF ROAD TRANSPORT & HIGHWAYS. The wages have been approved by the Ministry of Road Transport & Highways and may be revised from time to time. Emoluments will be paid by the placement agency and in addition to the above:

- (i) The EPF and ESI at the prescribed rate shall be deducted by the placement agency from the Monthly Wage of the employee as mentioned in the RFP and these prescribed amounts towards EPF and ESI shall be contributed by the Regional Office, Ministry of Road Transport & Highways, Dehradun, over and above the Monthly Wage, which will be deposited by the placement agency with the concerned Authorities.
- (ii) Service Charges/Agency Charges shall be paid by the Regional Office, Ministry of Road Transport & Highways, Dehradun as per the rates quoted by the Placement Agency in its Financial Proposal.
- (iii) GST shall be paid extra by the Regional Office, Ministry of Road Transport & Highways, Dehradun as per the prevailing rates subject to the condition that the placement agency has to submit the proof of deposition of the same with the concerned Government Department within 90 Days from the date of payment. In case of non-submission of the proof of deposition of the same, further payment shall not be made and action as per Government rules will be initiated.
- (iv) TDS shall be deducted from the bill as per extant rules of the Government.
- (v) No extra payment shall be made on account of relieving charge for weekly off, duty joining, travelling allowance, dearness allowance, bonus, overtime and medical allowance.

**6. Penalty:**

If the service undertaken by the Placement Agency is not upto satisfaction:

- (i) The Client at its own discretion impose financial penalty on the agency.  
OR
- (ii) Full or part of the amount of bill will be withheld/deducted from the monthly bill as the case may be without any notice.

**7. Payment of Bill:**

The Agency should submit the monthly bill to the Regional Office, Ministry of Road Transport & Highways, Dehradun by 3<sup>rd</sup> of the succeeding month along with the following documents:

- (i) Original attendance duly signed by the employees and counter signed by the Placement Agency.
- (ii) Documents towards deposit of EPF & ESI for the last month.

The payment to the Placement Agency shall be made within 5 days of receipt of bill. However, salary of the deployed personnel shall be paid by the Placement Agency within 10<sup>th</sup> day of a month.

**8. Insurance:**

The Placement Agency has to insure the deployed personnel at its own cost. Regional Office, Ministry of Road Transport & Highways, Dehradun shall not be held responsible for any incidental/accidental expenses occurred during the working hours and otherwise.

**9. Accident:**

The Placement Agency shall indemnify Regional Office, Ministry of Road Transport & Highways, Dehradun against any loss due to accident caused by

negligence of the deployed personnel of the Placement Agency. If it is proved that damage to equipment or theft is due to negligence of the deployed personnel of the Placement Agency, then the Placement Agency shall bear the actual expenses failing which it shall be recovered from the bills of the Placement Agency.

**10. Dispute:**

Dispute, if any arising out of the contract can be referred by either party in a court of law in jurisdiction of District Dehradun.

- 11.** Regional Office, Ministry of Road Transport & Highways, Dehradun reserves all the rights to curtail/modify/halt/cancel/reject any or all offers at any stage without assigning any reasons and no claims of whatsoever nature will be entertained on this account.

## Technical Bid

Offer/Proposal Letter to be the Technical Bid for Engagement of Placement Agency for providing Supporting Staff on purely Temporary Basis for Chief Engineer-Regional Office, MoRTH, Dehradun.

TECHNICAL DETAILS

From

To

The Chief Engineer-Regional Officer,  
Ministry of Road Transport & Highways Project  
1st Floor, The Institution of Engineers (India) Building  
Near ISBT, Saharanpur Road,  
Dehradun -248001 (Uttarakhand)  
Email- romorthddn@gmail.com

Sub: Engagement of Placement Agency for providing Supporting Staff on purely Temporary Basis for Regional Office, Ministry of Road Transport & Highways, Dehradun-Reg.

Dear Sir,

I/We, in reference to your advertisement dated ..... in Central Public Procurement portal and MoRTH Web Portal, offer to deploy personnel duly complying the terms and conditions stipulated in the RFP. Further, these are the Technical Details pertaining to our firm:

Sl.No.	Particulars	Details
1	Name of the Agency	:
2	Name of Owner/Director of the Agency	:
3	Complete Address with Telephone Number and e-Mail id	:
4	PAN Number	:
5	GSTIN Number	:
6	EPF Registration Number	:
7	Employer's Code Number	:
8	ESI Registration Number	:
9	Labour Contract License Number	:

**10. Details of experience of previous 3 years:**

Sl.No.	Name of Govt. Organization/PSUs	Year of deployment	No. of personnel deployment	Current Status

**11. Checklist for documents to be uploaded with Technical Bid:**

Sl. No.	Document	Submitted (Yes/No)	Remarks
1	Proof of experience		
2	Copy of Income Tax PAN Card		
3	Copy of valid GST Registration Certificate		
4	Copy of the valid Registration Certificate (Employers code number) issued by the RPFC Authority in the name of the Agency/Firm as per the EPF Scheme.		
5	Copy of valid Registration Certificate under ESI Authority and Employer's Code.		
6	Copy of valid labour license issued by the Competent Authority in the name of the Agency/Firm under the Contract Labour (R&A) Act. 1970		
7	Bid Securing Declaration		

**DECLARATION FOR TECHNICAL BID**

1. I, ..... Son/Daughter/Wife of Shri ....., am competent to sign this declaration and submit this Technical Bid on behalf of .....
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. I/We have neither been debarred nor blacklisted by any of the Central/State Government or Central/State Government Undertaking, in the last 3 years and no legal proceedings are pending against us now.
4. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law and provisions of this RFP.
5. I/We confirm that our Bid will remain valid for a period of 60 (sixty) days from the Bid Due Date.

Signature

Date:  
Place:

Full Name:

#### **BID SECURING DECLARATION**

I hereby submit a declaration that the bid submitted by the undersigned, on behalf of the bidder, [Name of the bidder], either sole or in JV, shall not be withdrawn or modified during the period of validity i.e. not less than 60 (Sixty) days from the bid due date. I, on behalf of the bidder, [Name of the bidder], also accept the fact that in case the bid is withdrawn or modified during the period of its validity or if we fail to sign the contract in case the work is awarded to us or we fail to submit a performance security before the deadline defined in clause 7 of the Request for Proposal (RFP), then [Name of the bidder] will be suspended for participation in the tendering process for the works of MoRTH for a period of one year from the bid due date of this work.

(Signature of the Authorised Signatory)

(Official-Seal)

## **Financial Bid**

Offer/Proposal Letter to be the Technical Bid for Engagement of Placement Agency for providing Supporting Staff on purely Temporary Basis for Chief Engineer-Regional Office, MoRTH, Dehradun.

#### FINANCIAL DETAILS

From

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Chief Engineer-Regional Officer,  
Ministry of Road Transport & Highways Project  
1st Floor, The Institution of Engineers (India) Building  
Near ISBT, Saharanpur Road,  
Dehradun -248001 (Uttarakhand)

Sub: Engagement of Placement Agency for providing Supporting Staff on purely Temporary Basis for Chief Engineer-Regional Office, MoRTH, Dehradun-Reg.

Dear Sir,

I/We, refer to your advertisement dated ..... in Central Public Procurement portal and MoRT&H Web Portal, offer to deploy personnel duly complying the terms and conditions stipulated in the RFP. The Financial Officer of the firm is given in the table provided below:

Supporting Staff	Quantity*	Duration* (in Months)	Monthly Wage (without PF & ESI) (in Rs.) per person	Service Charge (%) (in figures) (without taxes)	Service Charge (%) (in numbers)
Site Engineer	1	12	45000.00		
Office Accountant	1	12	37516.00		
Stenographer	2	12	33439.00		
Office Assistant	1	12	25980.00		
Data Entry Operator	3	12	23640.00		
Peon	2	12	17850.00		
Chowkidar	1	12	17850.00		
Safaiwala (Part-time)	1	12	17850.00		

\* Service charge should not be more than 9% (Nine percent)

\*Note: Total number of Supporting staff may increase or decrease as per the requirement of office and payment shall be made by Regional Office, Ministry of Road Transport & Highways, Dehradun as per actual

deployment of staff and attendance of the staff during the month. It will be the obligation of the Placement Agency to provide, on demand from Regional Office, Ministry of Road Transport & Highways, Dehradun any staff other than the staff listed above, as per actual requirement and the same shall be provided under the same terms and conditions of the contract. F.SCI, PF, etc. contribution of the Employer, will be paid as per applicable rules, over and above the Monthly Wage, given above, as per provision of the Minimum Wages Act, 1948. The candidates shall satisfy the minimum eligibility criteria as stipulated in the "Terms of Reference". The wage rate is as per Ministry of Road Transport and Highways guidelines or the Minimum wages prescribed by the State Government of Uttarakhand whichever is higher. The rates are open for revision by Regional Office, Ministry of Road Transport & Highways, Dehradun from time to time at its sole discretion. GST will be reimbursed as per applicable laws.

**DECLARATION FOR FINANCIAL BID**

1. I, .....Son/Daughter/Wife of Shri ..... am competent to sign this declaration and submit this Financial Bid on behalf of .....
2. I have carefully read and understood all the terms and conditions of the RFP and undertake to abide by them.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. Financial Bid offered is without any condition.

Signature

Date:

Full Name:

Place:

## **DRAFT CONTRACT AGREEMENT**

**Agreement for Contract Signing**

This contract (hereinafter called the "Contract") is made the ....day of the month of .... 2020, between, on the one hand, Regional Office, Ministry of Road Transport & Highways, Government of India, Dehradun (hereinafter called the "Client") and on the other hand, ..... (hereinafter called the "Placement Agency").

**WHEREAS**

- (a) the Client has issued tender for **Engagement of Placement Agency for providing Supporting Staff on purely Temporary Basis for Regional Office, Ministry of Road Transport & Highways, Dehradun** (hereinafter called the "Services");
- (b) the Supplier, having represented to the Client that he has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of the Contract:
  - (a) The General Conditions of Contract
  - (b) Letter of Award
  - (c) Technical Proposal
  - (d) Financial Proposal
- 2. The mutual rights and obligations of the Client and the Placement Agency set forth in the Contract, in particular:
  - (a) the Placement Agency shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Placement Agency in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of Ministry of Road Transport & Highways, Government of India      For and on behalf of .....

In presence of:

## **General Conditions of Contract**

## General Conditions of Contract

1. **Scope of Work:** Engagement of Placement Agency for providing Supporting Staff on purely Temporary Basis for Chief Engineer-Regional Office, MoRTH, Dehradun. The Supporting staff to be deployed is as follows:

Supporting Staff	Quantity*	Duration*
Site Engineer	1	12 months
Office Accountant	1	12 months
Personal Assistant/ Stenographer	2	12 months
Office Assistant	1	12 months
Data Entry Operator	3	12 months
Peon	2	12 months
Chowkidar	1	12 months
Safaiwala	1	12 months

Apart from discharging regular duties assigned to them by the officers of the Regional Office, Ministry of Road Transport & Highways, Dehradun, with due diligence, the Supporting staff must also:

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- (i) Protect against theft, burglary, trespassing, prevention of any untoward incidents in and around the Regional Office and any other areas in the interest of MoRTH. In any such event, the personnel should inform immediately the officers of the Regional Office, Ministry of Road Transport & Highways, Dehradun.
- (ii) Check all Visitors, Materials, etc into the premises & from the premises and maintain records thereof.
- (iii) Provide assistance in case of strike, riots and labour unrest and emergencies to give protection to the employees of MoRTH and its property at the time of theft, damages and sabotages. Immediate information shall be given to the concerned officers of the Regional Office, Ministry of Road Transport & Highways, Dehradun on the matter.
- (iv) Collect information intelligently and take appropriate steps to prevent untoward incidents and inform officers of the Regional Office, Ministry of Road Transport & Highways, Dehradun promptly for necessary action.
- (v) Provide assistance to put off fire in the office and any other areas within the Regional Office, Ministry of Road Transport & Highways, Dehradun Premises including the office and its vicinity and informing Fire Brigade.
- (vi) Maintain registers/records relating to those activities covered under the scope of the work as per instructions of officers of the Regional Office, Ministry of Road Transport & Highways, Dehradun from time to time.

## 2. Minimum Qualification of staff to be supplied:

### 2.1 Site Engineer:

- (i) Degree to Civil Engineering with more than one year's experience or,
- (ii) Diploma in Civil Engineering with more than 5 years experience.

**2.2 Office Accountant:**

- (i) B.Com with minimum 50% marks.
- (ii) Five years experience in accounts and related work.

**2.3 Stenographers:**

- (i) Matriculation from recognized University/Board.
- (ii) 3 years of working experience in the relevant field.
- (iii) Must possess speed of 80 wpm in shorthand and 30 wpm in typing.
- (iv) Should be familiar with MS Office in Computer.

**2.4 Office Assistant:**

- (i) Matriculation with minimum 50% marks.
- (ii) 1 years experience in related works.

**2.5 Data Entry Operator:**

- (i) Matriculation from recognized University/Board.
- (ii) 2 years of working experience in the relevant field.
- (iii) Must possess speed of 30 wpm in typing.

**2.6 Peon/Chowkidar/Safaiwala:**

- (i) Must be literate and physically fit to perform the assigned duties.

**3. Period of Contract and Termination:**

- (i) The contract is for a period of 12 months from the date of agreement.
- (ii) Client reserves the right to terminate the Contract without assigning any reason thereof, at any time during the period of Contract by giving 30 Days notice of its intention to do so. In the event of any such termination of the Contract, the firm/agency shall only be entitled for the amount of services actually provided under the contract till the termination of contract, subject to deductions, if any, under the terms & conditions of contract. No other claims will be allowed or considered.

**4. Placement Agency's Responsibility & Liability:**

- (ix) THE PERSONNEL ENGAGED THROUGH PLACEMENT AGENCY SHALL IN NO WAY BE CONSIDERED AS AN EMPLOYEE OF MINISTRY OF ROAD TRANSPORT & HIGHWAYS.
- (x) The Supporting staff deployed by the Placement Agency in the Regional Office, Ministry of Road Transport & Highways, Dehradun shall be considered as Employee of the Placement Agency.
- (xi) The Placement Agency has to ensure that the persons deployed are not involved in criminal activities: If any personnel are found to be guilty of his conduct in any manner, the concerned personnel will be replaced by Placement Agency within 24 hours. Such persons shall not be redeployed in the Regional Office, Ministry of Road Transport & Highways, Dehradun. The Regional Office, Ministry of Road Transport & Highways, Dehradun shall in anyway NOT BE HELD RESPONSIBLE for such act and deed.
- (xii) If any person deployed by the Placement Agency is found in any case of bribery or misuse of Public Money by Regional Office, Ministry of Road Transport & Highways, Dehradun or by any other Competent Authority,

the PLACEMENT AGENCY and the CONCERNED PERSON shall be held responsible for the same and action deemed fit as per the law shall be taken against them. Regional Office, Ministry of Road Transport & Highways, Dehradun shall in anyway NOT BE HELD RESPONSIBLE for such act and deed.

- (xiii) The Placement Agency shall ensure that their persons deployed wear neat & clean clothes while on duty and also be disciplined and avoid consumption of alcohol, smoking, gutkha, pan, etc.
- (xiv) The Placement Agency shall be responsible for compensation to any of his workmen under the Workmen's Compensation Act, 1923 if anything happens to them during their duty hours. The Placement Agency shall ensure & pay the wages and other statutory dues in respect of his employees within the first seven days of every succeeding month of wage period positively.
- (xv) The Placement Agency shall pay the prescribed wages fixed by Regional Office, Ministry of Road Transport & Highways, Dehradun from time to time to the personnel by crediting to their bank account through ECS/RTGS/NEFT which excludes all statutory dues.
- (xvi) The Placement Agency shall comply to all statutory requirements including the requirements as per EPF Act & ESI Act, as applicable from time to time for deployment of Supporting staff and shall indemnify Regional Office, Ministry of Road Transport & Highways, Dehradun from any liability whatsoever for the lapse of non-compliance by them or his representative. In particular, the Placement Agency shall deposit contributions on account of EPF&ESI with the concerned authority as applicable in each month and submit the proof of deposit of same for the previous month along with the next bill. Necessary action including termination of services will be taken against the Placement Agency in case it is found that the EPF and ESI due as per the statutory requirements have not been deposited with the concerned agencies.
- (ix) In event of any dispute arising out of or in relation to the job contract, the same shall be referred to the Client whose decision shall be final and binding.
- (xi) The Placement Agency shall maintain and provide copies of all necessary records in respect of payment of Income Tax, GST, EPF, ESIC, Professional Tax etc. and provide copy of the same to Client whenever directed to do so.
- (xi) The Placement Agency shall attend to instructions of the Client regarding services, conduct and behaviour of deputed personnel.

#### 5. Financial Covenants:

The personnel provided by the placement agency will be the employee of the placement agency and will be responsible for payment of their consolidated wages, which will be reimbursed by the Regional Office, Ministry of Road Transport & Highways, Dehradun, as per agreed rates. THE PERSONNEL ENGAGED THROUGH PLACEMENT AGENCY SHALL IN NO WAY BE THE EMPLOYEE OF MINISTRY OF ROAD TRANSPORT & HIGHWAYS. The wages have been approved by the Ministry of Road Transport & Highways and may be revised from time to time. Emoluments will be paid by the placement agency and in addition to the above:

- (i) The EPF and ESI at the prescribed rate shall be deducted by the placement agency from the Monthly Wage of the employee as mentioned in the RFP and these prescribed amounts towards EPF and ESI shall be contributed by the Regional Office, Ministry of Road Transport & Highways, Dehradun, over and above the Monthly Wage, which will be deposited by the placement agency with the concerned Authorities.
- (ii) Service Charges/Agency Charges shall be paid by the Regional Office, Ministry of Road Transport & Highways, Dehradun as per the rates quoted by the Placement Agency in its Financial Proposal.
- (iii) GST shall be paid extra by the Regional Office, Ministry of Road Transport & Highways, Dehradun as per the prevailing rates subject to the condition that the placement agency has to submit the proof of deposition of the same with the concerned Government Department within 90 Days from the date of payment. In case of non-submission of the proof of deposition of the same, further payment shall not be made and action as per Government rules will be initiated.
- (iv) TDS shall be deducted from the bill as per extant rules of the Government.
- (v) No extra payment shall be made on account of relieving charge for weekly off, duty joining, travelling allowance, dearness allowance, bonus, overtime and medical allowance.

**6. Penalty:**

If the service undertaken by the Placement Agency is not upto satisfaction:

- (iii) The Client at its own discretion impose financial penalty on the agency.
- OR
- (iv) Full or part of the amount of bill will be withheld/deducted from the monthly bill as the case may be without any notice.

**7. Payment of Bill:**

The Placement Agency should submit the monthly bill in duplicate to the Regional Office, Ministry of Road Transport & Highways, Dehradun during 1st week of the succeeding month along with the following documents:

- (i) Original attendance duly signed by the employees and counter signed by the Placement Agency.
- (ii) Documents towards deposit of EPF & ESI for the last month.

The payment to the Placement Agency shall be made by the Client within 10 days of receipt of bill. However, salary of the deployed personnel shall be paid by the Placement Agency within 5<sup>th</sup> day of a month. TDS as applicable shall be deducted as per Govt. rules. GST shall be paid extra by the Regional Office, Ministry of Road Transport & Highways, Dehradun as per the prevailing rates subject to the condition that the placement agency has to submit the proof of deposition of the same with the concerned Government Department within 90 Days from the date of payment.

**8. Insurance:**

The Placement Agency has to insure the deployed personnel at its own cost. Regional Office, Ministry of Road Transport & Highways, Dehradun shall not be

held responsible for any incidental/accidental expenses occurred during the working hours and otherwise.

9. **Accident:**  
The Placement Agency shall indemnify Regional Office, Ministry of Road Transport & Highways, Dehradun against any loss due to accident caused by negligence of the deployed personnel of the Placement Agency. If it is proved that damage to equipment or theft is due to negligence of the deployed personnel of the Placement Agency, then the Placement Agency shall bear the actual expenses failing which it shall be recovered from the bills of the Placement Agency.
10. **Dispute:**  
Dispute, if any arising out of the contract can be referred by either party in a court of law in jurisdiction of District Dehradun.
11. Regional Office, Ministry of Road Transport & Highways, Dehradun reserves all the rights to curtail/modify/halt/cancel/reject any or all offers at any stage without assigning any reasons and no claims of whatsoever nature will be entertained on this account.