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Ref. No. ASRTU/ADMN/ 04/

Sept 19, 2023

Sub: INVITING TENDERS FOR PROVIDING SECURITY AND OTHER MANPOWER SERVICES.

Sir,

- 1. Association of State Road Transport Undertakings (ASRTU) is an apex co-ordinating body of State Road Transport Undertakings, registered under the Societies Registration Act.
- 2. Only those agencies who fulfil the eligibility criteria as below should submit bids.
- a) Manpower agencies should be in existence not less than 5 years
- b) Should fulfill all conditions of Annexure -I
- c) Tender shall be submitted in sealed cover along with the undertaking annexed with this notifications
- d) Agencies should have 3 clients from Govt. bodies/PSU/MNC/large business house in institutions.
- e) Agencies should submit past 3 years balance sheet and income tax returns it should have positive net worth as on 31st March 2022.
- f) Agv.turnover during last 3 years should not be less than Rs.3 crores.
- 3. Services of Office Assistants with different levels of experience, Security Guards, Drivers, Canteen Helper and housekeeping, MTS persons, consultant/Hindi translator are called for through authorized manpower agency. ASRTU invites tender from the experienced and competent agencies having proven track record for the following services.

A. SECURITY SERVICES:

- a) No. of Security personnel required Four
- b) The Security Agency/Contractor shall provide
 - 1) Security Services round the clock in three shifts running from 6.00 AM to 2.00 PM, 2.00 PM to 10.00 PM and 10.00 PM to 6.00 AM.
 - Four well trained qualified and experienced Security Guards, (i.e. One Guard for the day shift and two guards for night shift) who shall I perform duty of 8 hours in each shift.
 - 3) The watch and ward will be round the clock and 7 days of the week and shall be changed as per requirement of the ASRTU from time to time.

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B. DRIVERS:-

- a) No. of Drivers required One
- b) The agency shall provide qualified, trained and experienced drivers holding valid driving license for driving light motor office vehicles.
- c) Working Hours 9.00 AM to 6.30 PM

C. CLEANING/SWEEPING: (House keeping staff)

- a) No. of persons required Four (2 Male & 2 Female)
- b) Person provided by the Agency/Contractor shall perform the house cleaning services such as vacuuming and mopping of floors, Dusting, Window cleaning, Washing dishes, laundry, Bathroom & Toilet cleaning etc. in ASRTU building consisting of Basement, Ground Floor, 1st floor, 2nd floor & 3rd floor of which total area is about 12000 Sq.ft. including staircases, toilets and open space in between and outside court yard.
- c) Working hours 8.00 AM to 5.00 PM

D.CANTEEN HELPER /Asstt. Cook

ASRTU has its own Canteen to cater the needs of its employee. To run the canteen smoothly, efficiently and effectively, ASRTU required the services of Canteen Helper.

- a) No. of persons required One + One
- b) Person must have knowledge of cooking foods.
- c) Working Hours 8.00 AM to 5.00 PM.

E. OTHER STAFF

Office Assistant -Thirteen (with different levels of experience as per requirement)

Multi-Tasking Staff - Four

Consultant/Hindi Translator - One

Persons having knowledge in their respective fields

a) Working Hours - 9.30 AM to 6.00 PM

b)

GENERAL TERMS AND CONDITIONS

- 1. The selected agency would have to enter into a contract/agreement **initially for two years** for providing the above service.
- 2. The wages will be paid as per the Minimum wages applicable and circulated by the Labor Department Govt. Of NCT, Delhi. As per requirement in some categories additional allowance as per decision of ASRTU will be paid.

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- 3. The tenderer has to ensure that payment of salaries is made before claiming for the reimbursement of the same.
- 4. The number of outsource staff may vary (increase/decrease) under all categories.
- 5. The Agency is required to quote the Service charges in percentage to be applicable only on wages.
- 6. ASRTU will only give the contribution towards the Employer's Contribution for ESI & PF. The Contractor shall be responsible to abide by legal and statutory provisions prescribed by Govt. which shall include income-tax, insurance, Accidents, ESI, PF, Minimum Wages, Contract, Labour, Regulation & Abolition Act etc and incorporation of changes which take force in statutory norms from time to time. The Contractor shall ensure that PF and ESI contributions are deposited every month for each employee and statement of compliance is submitted to ASRTU regularly.
- 7. ASRTU reserves the right to award the contract to deserving parties either in full or in parts. The decision of ASRTU is final and no enquiry will be entertained in this regard.
- 8. Contractors should attach the documentary proof/details of their experience regarding competence of undertaking contract of similar magnitude while submitting their quote.
- 9. The contractors are requested to quote their most competitive price subject to minimum floor price of service charge of 3.85% on the minimum wages component (as per Minimum wages Act applicable to Delhi) complying to OM no F. 6/1/2023-PPD dated 23/6/2023 of Ministry of Finance GOI on the subject of minimum floor price for minimum wage based Manpower Outsourcing services.
- 10. For additional allowance paid if any, a separate service charge in percentage may be quoted.
- 11. In both above cases i.e SI (9) and (10) the service charge in percentage should not exceed 7%. And the service charges will remain constant throughout the contract period.
- 12. The rest terms and conditions being same in case of two or more bidders quoting the same price the tender accepting authority will finalize the tender through a transparent lottery system, where all bidders/their authorized representatives, and the authorized representatives of ASRTU i.e committee members along with concerned section staff will remain present.
- 13. Dispute, if any, arising out of the above proposal, agency will be referred to Arbitration having jurisdiction in Delhi only.
- 14. ASRTU reserves the right to bifurcate, accept or reject in part or in full any or entire the proposal received without assigning any reason whatsoever.
- 15. The Contractor must be registered with appropriate authority under the appropriate law and should have a valid legal standing to run the agency.
- 16. The contractor shall be responsible for all payments of wages, overtime, etc. or any other statutory requirement in force/will be enforced by the Government from time to time applicable to the persons engaged and ASRTU will not be responsible for any claims for whatsoever reason.
- 17. Failure to comply with the terms of the contract or detection of any irregularity would entitle ASRTU to impose financial penalties in the first instance. Repeated failures would entitle ASRTU to terminate the contract.

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- 18. The contractor shall submit his claim for the services rendered showing distinctly number of persons deployed and the charges payable, These claims are to be made in the first week of every month immediately preceding the month for which the bill is raised.
- 19. It is the intention of ASRTU to make payment within a week of receipt of the bill with the requisite documents, In any case, payment shall be made against the bill submitted by the contractor along with the requisite documents during the following months for their services rendered in the previous month.
- 20. Interested parties/agencies may sent their proposal in the enclosed performa indicating the brief background of the organization and list of major clients along with Performance Certificates from clients to the Executive Director, ASRTU in the above mentioned address. The Technical and Financial Bids are to be submitted in separate sealed covers marked as

"TECHNICAL BID or FINANCIAL BID" as applicable "PROPOSAL FOR PROVIDING SECURITY AND OTHER SERVICES".

- 21. The last date of submission of the proposal/tender BY 15.00 Hrs on 11.10.2023.
- 22. Technical bid be submitted in proforma "A" and financial bid be submitted in proforma "B"
- 23. The proposal will be opened on the same day at 15.30 Hrs in presence of officers of ASRTU and representatives of the agencies available.
- 24. Agencies must have atleast 5 year experience in relevant field to submit the tender.
- 25. Agencies must submit evidence of deploying HR in different Govt. organization (at least 3)
- 26. Agencies must submit 3 years balance sheet of past FY. And Income tax return of past 3 Years
- 27. Length of period of related field from date of registration and numbers of organization.
- 28. The period of contract will be two years during which no revision in service charges will be made.
- 29. EMD of Rs.25000/- interest free refundable.
- 30, Successful bidder has to be deposit Rs.50000/- as interest free security deposit in cash/ BG for minimum two years plus one month which is refundable.
- 31. In case the service are not satisfactory, contract will be terminated by giving one month notice and security deposit will be forfeited.
- 32.It is the responsibility of the Contractor to keep the work force in uniform, as proposed by ASRTU.

Yours faithfully,

Sr.Asstt.Director (A, E&L)

Encl: As above

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PROFORMA "A"

Please provide details as per format given below, In case space is insufficient you may enclose the separate sheet for detailed information.

Please submit separate sheet for each service

APPLICATION FOR SECURITY SERVICES

1.0	NAME & ADDRESS OF THE AGENCY	
2.0	Statutory Requirements: a) Please state whether the Agency is Registered Co/Propreitory/Society/or Registered under Shop & Establishment Act. b) Date of Registration: c) Please enclose copy of Registration accordingly. Name & Address of the	
4.0	Owner/Partners/Directors/ (with mobile Number)	
4.0	Experience (Years) in this area	
5.0	Banker's Name & Address a) Bank Account Number b) Type of Account (Saving/Current) c) Bank Name d) Branch Name & address	
6.0	List of Major Existing Clients for similar Services (Enclose Copy of Contracts along with details viz Nature of Contract/Value/Tele Nos./Contact persons) Self- Certification will not accepted.	
7.0	Details of Balance Sheet, Income tax returns of past 3 years	
8.0	Turnover during last 3 years	
9.0	a) PF/ Reg.No.b) ESI Registration No.c) PAN No.d) GST No,	
10.0	Details of any other information document which may help ASRTU in assessing Tenderer's suitability for award of contract	

UNDERTAKING:

I hereby certify that all the information furnished above are true, correct to the best of my knowledge I have no objection to ASRTU verifying any or all the information furnished in this document with the concerned authorities if necessary.

SIGNATURE OF OWNER/DIRECTOR/

AUTHORISED SIGNATORY

(Official Seal/Stamp)

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PROFORMA "B"

1	Name & Address of the Agency	
2	Service charges in percentage of minimum wages component complying to General terms at SI no 9 and SI no 11	
3	Service charges in percentage of other allowances to be paid if any as per General terms at SI no 10 and SI no 11	

UNDERTAKING:

I hereby certify that all the information furnished above are true, correct to the best of my knowledge I have no objection to ASRTU verifying any or all the information furnished in this document with the concerned authorities if necessary.

SIGNATURE OF OWNER/DIRECTOR/

AUTHORISED SIGNATORY

(Official Seal/Stamp)

Place:

Date:

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1. The selected agency would have to enter into a contract / agreement with ASRTU for providing the above service. The period of contract will be for two years.

- The successful bidder shall furnish a Performance Security Deposit equivalent to Rs. 50000/- in the form of an demand draft drawn in favour of ED,ASRTU payable at New Delhi/Fixed Deposit Receipt from a commercial bank/Bank Guarantee from a commercial bank, in an acceptable form, safeguarding the interest of the ASRTU in all respects. The security deposit shall remain valid for a period of sixty days beyond the date of completion all contractual obligations of the service provider. The Security Deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by ASRTU or non-compliance of the terms of agreement by the service provider.
- 3. The wages to be paid should not be less than the Minimum wages applicable and circulated by the Labour Department Govt. Of NCT, Delhi.
- 4- The Agency has to ensure that the payment of salaries is made before claiming for the reimbursement of the same.
- 5- The number of outsourced staff may vary (increase or decrease) under all categories according to future needs of manpower.
- The Agency is required to quote the Service charges in percentage to be applicable on the wages. There will be no revision in service charges during the contract period of two years.
- 7. In case the services of the contractor are not satisfactory during the contract period, the contractor will be terminated by giving two months notice and his security deposit will be forfeited.
- 8. It is the responsibility of the contractor to keep the work force in uniform as proposed by ASRTU.
- 9- All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria prescribed by ASRTU.
- The tentative requirement of the manpower is given at the beginning, which may vary from time to time as per requirement. It is further clarified that the requirement of above manpower is only indicative and the same may increase or decrease as per the requirement. The requirement of manpower shall be conveyed in writing **from ASRTU**.
- The persons deployed by the Agency should not have any adverse Police records/criminal cases against them. The Agency should make adequate inquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of such 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 identity like driving licence, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect shall be submitted to the ASRTU.
- 12. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.

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- 13. The service provider shall withdraw such employees who are not found suitable by ASRTU immediately on receipt of such a request from the ASRTU.
- The service provider shall engage necessary persons as required by ASRTU from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month. The Agency will provide proof of receipt of wages by the workers along with the bill. There is no Master & Servant relationship between the employees of the service provider and ASRTU and they shall have no claim for any absorption in the ASRTU, on any ground whatsoever.
- The service provider's personnel shall not claim any benefit / compensation/absorption/ regularization of service from ASRTU under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970 Undertaking from the persons to this effect shall be submitted by the service provider to ASRTU.
- The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters as all these matters are of confidential/secret nature.
- 17. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this organization. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by the Agency.
- That the person deputed shall not be below the age of 18 years or above 58 years. The service provider will be responsible for abiding by all statutory regulations with regard to age, health, physical fitness of persons to be provided by it for the related jobs.
- The ASRTU office may require the service provider to remove from the office, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct or due to any other reason whatsoever the service provider shall forthwith comply with such direction and shall replace such person immediately.
- 20. The service provider shall provide Photo Identity Cards to the persons deployed by them for carrying out the work. These cards are to be constantly displayed by their persons & their loss reported immediately.
- 21. The service provider shall ensure proper conduct of their persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking loitering without work etc.
- 22. The transportation, food medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
- 23. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, etc. And the ASRTU shall not incur any liability of the service provider for any expenditure whatsoever on the persons employed by the agency on account of any such statutory obligation. The agency will have to provide particulars of EPF, ESI of its employees engaged in ASRTU on monthly basis i.e Challan cum ECR statement, along with bill submitted by them.
- 24. No wage / remuneration will be paid to any person for the days of absence from duty and a month Will be treated as 26 working days.

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- 25. The service provider will have to provide the required additional persons for a shorter period also, in case of any exigencies as per the requirement of ASRTU
- 26. The service provider shall provide a substitute well in advance if there is any probability of the persons 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.
- 27. The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from ASRTU to the service provider shall be acknowledged immediately on receipt, on the same day. The service provider shall strictly observe the instructions issued by ASRTU in fulfillment of the contract from time to time.
- 28. The ASRTU should not be liable for any loss, damage, theft, burglary or robbery of any personnel belongings, equipment or vehicles of the personnel of the service provider.
- 29. That the agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees, etc. If the ASRTU suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents for the agency, them the agency shall be liable to reimburse to the ASRTU for the same. The agency shall keep the ASRTU fully indemnified against any such loss or damage.
- 30. The ASRTU will maintain an attendance register in respect if the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff the approved rates.
- 31. The successful bidder will enter into an agreement with ASRTU for supply of suitable and qualified manpower as per requirement of ASRTU on these terms and conditions. The agreement will be valid for a period of Twenty Four months from the date of contract and shall continue to be in force in the same manner unless terminated in writing. The charges quoted by the agency shall be fixed for a period of Two years and no request for any change/modification shall be entertained before expiry of the period of two year. However, in case the contract has been given at minimum wages, the minimum wages will be revised by the Government of NCT of Delhi the same will be payable from time to time. The contract/agreement is further extendable subject to satisfactory performance of the agency with such amendments as mutually agreed upon.
- 32. The service provider shall not assign, transfer, pledge or sub contract the services.
- 33. The agency shall disburse the salary of the workers before 7th of the succeeding months and thereafter reimbursement will be made (subject to TDS) on submission of bills along with all required documents/proof of payments.
- 34. However, the agreement can be terminated by either party by giving two month's notice in advance. If the agency fails to give two month's notice in writing for termination of the Agreement then security deposit and any amount due to the agency from the ASRTU shall be forfeited by ASRTU.
- 35. 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.
- 36. In the event, of any dispute arising In respect of the clauses of the agreement, the matter will be referred to the Courts at Delhi which has the jurisdiction to adjudicate upon the matter, if any.

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37. The agency shall be responsible for faithful compliance of the terms and conditions of this agreement. Failure of it will attract forfeiture of the performance security depos it as well as the termination of their contract and getting the work done through some outside agency at their cost and risk, during the remaining period of contract.

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