

Building Materials & Technology Promotion Council
Ministry of Housing & Urban Poverty Alleviation, Government of India
Core 5 -A, First Floor, India Habitat Centre, Lodi Road, New Delhi- 110 003

**Empanelment of Placement Agency for providing
Technical and Non-Technical Manpower purely on Contract basis**
(No.BMT/Admn/Placement Agency/Advt/2013-14)

1. Building Materials & Technology Promotion Council (Ministry of Housing and Urban Poverty Alleviation), Govt. of India invites quotations for empanelment of Placement Agency for providing technical and non-technical manpower purely on contract basis on the following terms and conditions:
2. Interested parties, who have 3 years experience in the field as on 30.3.2013, can download Tender document containing detailed information and terms & conditions as per “**Annexure - X**” from BMTPC’s website www.bmtpc.org.
3. Quotation in sealed cover superscribed “**Quotation for Hiring of Manpower**” should be submitted by Speed Post/Registered Post / in person, addressed to Sh. A. K. Tiwari, Chief (PM&T& Admin.) at registered office of the council.

The schedule of receipt and opening of Quotations is as under :-

- (i). Last Date and Time for receipt of:
Quotations 25.3.2013 (1500 hrs)
- (ii). Date & Time for opening of Quotations: 25.3.2013 (1700 hrs)
4. Quotations received after the stipulated date & time and incomplete quotations, will be rejected. The Quotations will be opened on the stipulated date & time in the chamber of Sh. A. K. Tiwari, Chief (PM&T& Admin.) at registered office of the council.

**DETAILED INFORMATION AND TENDER DOCUMENT CONTAINING TERMS & CONDITIONS
FOR HIRING MANPOWER SERVICES OF VARIOUS PERSONNEL THROUGH
THE PLACEMENT AGENCY**

1. The personnel engaged for the services in the BMTPC shall be the employees of the Placement Agency and will take their remuneration/wages from them. They will have no claim and liabilities of whatsoever nature including monetary claims or any other claim or benefits from the BMTPC.
2. Minimum payment would be as per the minimum wages notified by the Govt. of NCT of Delhi but higher pay would not be constraints.
3. The Placement Agency shall make their own arrangements for commuting of their personnel requisitioned by the BMTPC and no extra expenditure on this account will be born by the council.
4. That Placement Agency will furnish to the BMTPC the full particulars of the personnel deputed/ sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address, etc., and they will also ensure the verification of the antecedents of such personnel from their Ex-employer / Police and also ensure that they possess the requisite academic / technical qualifications and experience for rendering the requisite services to the BMTPC.
5. The Placement Agency will be responsible for compliance of all the applicable statutory laws / rules and obligations arising out of the contract so entered for providing various personnel to the BMTPC.
6. Any liability arising under Municipal, State or Central Govt. laws and regulations will also be the sole responsibility of the concerned Placement Agency and the BMTPC shall not be responsible for such liabilities.
7. The Placement Agency shall undertake to indemnify the BMTPC for any liability under any law arising out of the entered manpower contract.
8. The Placement Agency shall comply with all the rules and regulations regarding safety and security of its supplied / provided employees and the BMTPC will in no way be responsible in any manner in case of any mis-happening with their personnel at any place.
9. The personnel provided / supplied shall be under the direct control and supervision of the Placement Agency. However, they shall comply with the oral and written instructions given on day to day basis by the authorized officer / representative of the BMTPC from time to time. They will be bound by the office timings, duty,

placement, locations, rules, instructions etc., as may be given and decided by the BMTPC.

10. The Placement Agency shall not sub-let the contract without prior permission of the BMTPC.
11. The Placement Agency shall make all payments including wages to its personnel on or before 7th of every month through NEFT / RTGS.
12. The BMTPC shall deduct proportionate amount for each day of absence of the personnel while making payment to the Placement Agency each month. BMTPC can also deduct the amount for late coming or early going as per the rules /guidelines framed and made applicable by the BMTPC from time to time. One day casual leave per month with full wages will be allowed to the contractual employees. The present working hours for the office will be from 9.30 A.M. to 6.00 P.M except Saturdays / Sundays and gazetted holidays. If the contractual employees are not attending the office in continuation of the Saturday / Sunday or gazetted holidays / leaves i.e. either suffixing or prefixing holidays, they will not be entitled for payment in respect of those days.
13. The Placement Agency shall be responsible for the discipline and conduct of the Personnel sponsored by them. In case, the personnel found in lack of discipline and their quality of work deteriorate during the course of the contract, the Placement Agency shall provide a suitable substitute/ replacement of personnel.
14. During the subsistence of the contract, the BMTPC shall not undertake any monetary liability other than the amount payable to the Placement Agency for the services of personnel provided by them. Other liabilities, if any, shall be solely rest with the Placement Agency. Even if, the BMTPC has to bear such liabilities on unforeseen circumstances / occasions, the BMTPC will recover such amount from the Placement Agency by adjusting the amount payable to them.
15. In case the employees of the Placement Agency do not attend the work at any time for whatever reason, the Placement Agency shall make alternate arrangements at no extra cost to the BMTPC so that the daily work of the BMTPC does not suffer. If no such alternate arrangements are made, proportionate deductions shall be made out of the contracted amount. The BMTPC shall also be free to make its own alternate arrangements, the cost of which shall be recovered from the Placement Agency.
16. Any loss, theft or damage to the life and/or property of the employees of the BMTPC and/or property of the BMTPC, shall be compensated by the Placement Agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the Placement Agency. Manpower provided /deployed will maintain full secrecy of the official working and records etc.

- failing which action will be initiated against the concerned persons and concerned agency under applicable rules and laws etc.
17. Services charges would not be increased and continue on the basic salary on which personnel is hired initially, even if any personnel get a salary hike based on performance or extension.
 18. It will be the sole liability of the Placement Agency to pay the wages, provident fund, ESI, leave benefits, bonus, medical facilities and other benefits / facilities to its employees as may be applicable under the relevant laws / rules.
 19. If the Placement Agency fails to render any or all the services, for any period during the currency of the contract, the BMTPC shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the Placement Agency.
 20. If the Placement Agency fail to provide satisfactory performance, the BMTPC shall be at liberty to terminate the contract forthwith.
 21. The BMTPC reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term and condition at any time during the currency of the contract.
 22. In case of any dispute, the ED, BMTPC will appoint an arbitrator who will be outsider and the Decision of the arbitrator will be final and binding on both the parties.
 23. The initial period of the contract will be for one year from the date of award of the contract, and on expiry of the said period, the contract may be extended with the Approval of Competent Authority on the same terms & conditions of both the parties as was in first year. However, contract can be terminated pre-maturely without any notice if requirements of the BMTPC felt no more or subsequently changed for any administrative reason.
 24. The Placement Agency shall supply a copy of confirmation from their employees regarding acceptance of employment at agreed rates and terms & conditions in advance.
 25. The tenderers have to submit the following documents:
 - a) Photocopy of PAN/TAN/Service Tax No.
 - b) Photocopies of Income Tax Returns for the last 3 years.
 - c) Photocopies of similar contract executed, if any, with Govt. Departments/ PSUs / Autonomous Bodies/ Banks during last 3 financial years .

26. The BMTPC reserves the right to accept or reject any Tender / Quotation in full or in part in case of incomplete quotations and also without assigning any reason thereof.
27. The owner/partner/manager of the Placement Agency should be available on his own direct telephone (office as well as residence) and also on mobile phone.
28. There should be no cutting/overwriting in the Quotations.
29. A copy of these terms and conditions duly signed by the tenderer in token of having understood and agreed to the same should be attached alongwith the Quotation.
30. The Contractor shall also provide identity cards to the personnel deployed in the office carrying the photograph of the personnel and personal information as the name, date of birth, address and identification mark etc.
31. The Tax Deduction at Source (T.D.S) shall be deducted as per the provisions of Income Tax Act, 1961, as amended from time to time and a certificate to this effect shall be provided to the Contractor by the BMTPC.
32. All Statutory Liability will be met by the Placement Agency in respect of the personnel engaged by them and liability of BMTPC will be only the amount agreed to be paid to the personnel engaged + Service tax + Service charges of the placement agency.
32. All disputes are subject to jurisdiction of Delhi Courts.
33. The above particulars are also available on BMTPC's website i.e. www.bmtpc.org.

SIGNATURE OF THE TENDERER
NAME IN BLOCK LETTERS

FULL ADDRESS WITH
TELEPHONE NUMBERS

Annexure -1

Proforma for Quoting the Rates for Engagement of Placement Agency

Sr. No.	Particulars	Rates and Documents to be submitted
1.	Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)	
2.	Name of Proprietor / Director of Company/ Firm / Agency	
3.	Full Address of Registered Office with Telephone No., FAX and E-Mail / Mobile / Website	
4.	Full address of operating/ Branch Office with Telephone No., FAX and E-Mail.	
5.	Banker of Company/Firm/ Agency with full address (Attach certified copy of statement of A/C for the last three years)	
6.	PAN/GIR No. (Attach attested copy)	
7.	Service Tax Registration No. (Attach attested copy)	
8.	Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU (Attach copy)	
9.	Service Tax liability as per amount proposed by the BMTPC at sr. no. 14 must be quoted by the party in %age as per applicable Govt. rules.	
10.	Contractors Administrative /Services Charges must be quoted by the party more competitively / lowest.	

Signature and seal of the proprietor of the firm

Date

Place - New Delhi