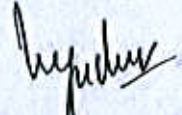


No. 22-31/2011-Admn.
Government of India
Ministry of Women & Child Development

Shastri Bhawan, New Delhi.
Dated: 10th October 2011

CIRCULAR

The Ministry of Women and Child Development invites tenders from experienced and reputed manpower supply agencies for outsourcing of the services of 32 Peons. For various details including eligibility, Tender format, where to submit the tender document etc, the Ministry's website [<http://www.wcd.nic.in>] may be visited or **Shri. V.K. Kushwaha, SO(Admn.), Room No.619, "A" Wing, Shastri Bhavan, New Delhi-110001 (011-23381601)** may be contacted. The Ministry reserves the right to accept or reject in part or in full, any or all the responses without assigning any reasons whatsoever. The last date for receipt of bids is 31st October, 2011 (3:00 PM).



(Naveen Yadav)

Under Secretary to the Govt. of India

To
[as per list enclosed].

Copy also to: Technical Director (NIC) with the request that the above notice may be uploaded on the website of the Ministry along with the details, such as terms and conditions, the requirement of the Ministry, the documents required to be submitted and the procedure to be followed, etc. copies of which are enclosed.

No.22-31/2011-Admn.
Government of India
Ministry of Women and Child Development

Shastri Bhavan, New Delhi
Dated: October, 2011

Sealed tenders are invited from experienced and reputed Manpower Agencies for outsourcing of the services of 32 (thirty two) Peons for work in the Ministry as detailed below:

Requirement	32 Peons. (It may vary from time to time)
Qualification	At least 10 th pass
Age	Not below 19 years
Experience	.At least 01 year, preferably in Government Organization.

1. **Security Consideration** : The persons deployed by the Agency should not have any adverse police record/criminal case against them. The agency should make adequate enquiries and certify about the character and antecedents of the persons whom they deploy.

2. Thirty Two Peons are required at present, which may vary from time to time.

3. The initial period of contract would be twelve months, further extendable subject to satisfaction of the performance of the Agency with such amendments as may be mutually agreed to and also subject to the necessary approval of the competent authority. **Service charges and other rates quoted by the Agency would be fixed for a period of twelve months. However, any statutory increase in minimum wages, etc will be paid by the Ministry.**

4. The manpower will have to be supplied by the Agency within 7 days of award of contract.

5. **Terms and Conditions:** As at Annexure I.

6. Only those, who fulfill the following minimum criteria, should submit their bids:

(a) The manpower Agency should be in existence for not less than five years.

(b) It should be registered with the concerned Government Authorities and a copy of each of the registration should be attached with the Technical bid.

(c) It should have PAN and Service Tax Registration Number, a photocopy of which should be attached with the Technical bid.

(d) It should not have been blacklisted by any organization. Necessary declaration to this effect should be attached with the Technical bid.

(e) It should be willing to take up the contract on the terms and conditions at Annexure-I.



7. An Earnest Money Deposit of Rs. 40,000/- (Rupees forty thousand only) in the form of demand draft drawn in favour of the "**Pay and Accounts Officer, Ministry of Women and Child Development, New Delhi**" must be submitted along with the Technical bid, failing which the bid shall not be considered valid.

8. The tenders should be submitted in two sealed covers.

(A) The first sealed cover superscribed as "**Technical Bid**" should contain the following items:-

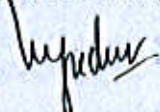
- (i) The proforma at Annexure-II, duly filled in, along with self attested relevant documents/ information.
- (ii) Agency profile including previous experience of manpower supply to Government Departments, etc.
- (iii) Acceptance of terms and conditions at Annexure-I
- (iv) Demand Draft for Earnest Money Deposit.
- (v) All other required documents

(B) The Second Sealed envelope superscribed '**Financial Bid**' should contain only rates which is to be quoted on monthly basis for normal duty of 8 hours per day (excluding lunch of half hour) per person for five days a week (Annexure-III).

(C) Both the sealed covers should be placed in the main sealed envelope superscribed '**Tender for supply of Outsourced staff**'. This should be addressed to the **Under Secretary(Admn.), Ministry of Women and Child Development, Room No.310, "A" Wing, Shastri Bhavan, Dr. Rajendra Prasad Road, New Delhi 110 001** and sent by post or hand delivered latest by **3.00 P.M.** of **24/10/2011**.

9. The Technical bids will be opened by the Tender Opening Committee on the same day on expiry of the last date & time of receipt of the tenders in the office of **Under Secretary(Admn.) No.310, "A" Wing, Shastri Bhavan, New Delhi 110 001**, in the presence of the participating bidders, who may like to be present.

10. The Technical Evaluation Committee will assess the ability of the agencies to supply requisite number of personnel in different categories based on its record, profile, and on such other criteria as it may be fixed and only those found fit will be eligible for Financial bid opening.



(Naveen Yadav)
Under Secretary to the Govt. of India
Telephone No.011-23382747

To

1. As per list enclosed
2. Technical Director (NIC) for uploading on the website of the Ministry.

TERMS AND CONDITIONS

- (1) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for the category.
- (2) The persons supplied by the Agency should not have any adverse Police records/criminal cases against them. 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 identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to the Ministry. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the Ministry for any reasons immediately on receipt of such a request from the Ministry.
- (3) The service provider shall engage necessary persons as required by this Ministry from time to time. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month through ECS. There is no Master & Servant relationship between the employees of the service provider and this Ministry and further that the said persons of the service provider shall not claim any absorption in the Ministry, on any ground whatsoever.
- (4) The service provider's person shall not claim any benefit/compensation/absorption/regularization of services from/in this Ministry under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to the Ministry.
- (5) 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.
- (6) The service provider's personnel working 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 Ministry. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by the Agency.

Signature

(7) That the persons deputed shall not be below the age of 19 years and they shall not interfere with the duties of the employees of the Ministry.

(8) The Ministry 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 and the service provider shall forthwith comply with such direction. The Service provider shall replace immediately any of its personnel, if they are unacceptable to the Ministry because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from the Ministry.

(9) The service provider has to provide Photo Identity Cards to the persons deployed by them for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.

(10) 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.

(11) 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.

(12) Working hours would normally be 8 ½ hours per day from 9.00 A.M. to 5.30 P.M. during working days including half hour lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may be called on Saturday, Sunday and other gazetted holidays, if required. They may be paid extra wages as per the rates approved.

(13). 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, ESI Act, etc. and the Ministry shall not incur any liability 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 the Ministry, on monthly basis, along with bill submitted by them.

(14) The service provider will submit the bill, in triplicate in respect of a particular month in the first week of the next month. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.



(15) Payments to the service provider would be strictly on certification by the officer with whom the person deployed is attached that his services were satisfactory and his attendance certified as per the bill preferred by the service provider.

(16) No wage/remuneration will be paid to any person for the days of absence from duty.

(17) The service provider will have to provide the required number of additional persons for a shorter period also, in case of any exigencies as per the requirement of this Ministry.

(18) 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.

(19) The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from Ministry to the service provider shall be acknowledged immediately on receipt, on the same day. The Service Provider shall strictly observe the instructions issued by the Ministry in fulfillment of the contract from time to time.

(20) This Ministry 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.

(21) That the agency on its part and through its own resources shall ensure that the goods, materials and equipments 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 Ministry suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to the Ministry for the same. The agency shall keep the Ministry fully indemnified against any such loss or damage.

(22) The Ministry will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

(23) The successful bidder shall furnish a Security Deposit equivalent to Rs. 40,000/- (forty thousand only) in the form of an account payee demand draft drawn in favour of the "Pay and Accounts Officer, Ministry of Women and Child Development, New Delhi" 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 Ministry in all respects. The security deposit shall remain valid for a period of sixty days beyond the date of completion of 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 the Ministry or non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the Agency.



(24) The successful bidder will enter into an agreement with this Ministry for supply of suitable and qualified manpower as per requirement of this Ministry on these terms and conditions. The agreement will be valid for a period of twelve months commencing from _____ and shall continue to be in force in the same manner, unless terminated in writing. **The Administration/service charges quoted by the agency (Sl.No.6 of para 4 of Annexure.III) shall be fixed for a period of 3 years and no request for any change/modification shall be entertained before expiry of the period of 3 years. Any statutory increase in minimum wages etc., will be borne by the Ministry.** The contract/agreement is further extendable subject to satisfactory performance of the agency with such amendments as mutually agreed upon.

(25) The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this Ministry.

(26) 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 months wages etc and any amount due to the agency from the Ministry shall be forfeited by the Ministry.

(27) 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.

(28) In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Secretary, Ministry of Women and Child Development, whose decision shall be binding on both the parties.

-concluded-

A handwritten signature in black ink, appearing to be 'L. J. ...', is written over the bottom right portion of the document.

ANNEXURE-I I

S.N	Particulars	To be filled in by the Tenderer
1	Name of the Agency	
2	Details of EMD	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
3	Date of establishment of the agency	
4	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
5	Whether registered with all concerned Government Authorities. (Copies of all certificates of registration to be enclosed.)	
6	PAN (copy to be enclosed)	
7	Service Tax Registration Number (copy to be enclosed)	
8	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. <u>(If no, an undertaking to this effect is to attached in this regard.)</u>	
9	Length of experience in the field	
10	Experience in dealing with Govt. Departments (Indicate the names of the Departments and years of dealing with those Departments and attach copies of contracts orders placed on the agency.)	
11	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached.	
12	Whether agency profile is attached?	
13	List of other clients	

(Signature)
with date

APPLICATION -FINANCIAL BID

For providing Peons to the Ministry of Women and Child Development.

1. Name _____ of _____ tendering

Company/Firm/Agency: _____

2. Details of Earnest Deposit: Rs. 40000/-
DD/PO No. & Date:.....
.....
Name _____ of _____ the
Bank/Branch:.....

3. All the Peons deployed in this Ministry will be paid their wages on monthly basis (by ECS in time) by the Company/Firm/Agency and the proof of receipt thereof by the workers will be submitted to this Ministry before the end of each month.

4. Rates are to be quoted in accordance with the Minimum Wages Act., 1948 as applicable in the NCT Delhi.

Rate per person per month (8 hours excluding ½ hr. lunch) is
Rs.....
(inclusive of all statutory liabilities, taxes, and levies, cess etc, with following break-up).

Sl.No.	Component of Rate	Amount in Rupees
1.	Daily wage Rate (as per MWA, 1948)	
2.	Employees Provident Fund as per applicable rates	
3.	Employees State Insurance as per applicable rates	
4.	Service Tax Liability as per applicable rates	
5.	Any other statutory or legal liability (Please indicate)	
6.	Contractors Admn/Service Charge	
7.	Over time charges per hour	
	Total (Column 1 to 6 above)	

Signature of authorized person:

Full Name:.....

Office seal:.....

Date:

Place:

