

No. A-12023/1/2011-Estt-I
Government of India
Ministry of Social Justice and Empowerment

Shastri Bhavan, New Delhi

Dated 5th July, 2011.

To

As per list attached.

Subject: Quotation for award of contract for providing the services of Peon/Multi tasking Staff- regarding.

Sir,

I am directed to state that the Ministry is interested in outsourcing the work of Peon/Attendant/Multi tasking staff in this Department and accordingly propose to have a contractual arrangement with a suitable registered placement agency for providing four male persons to perform the work as assigned to peons/ Attendant /Multi tasking staff in this Department. The persons to be provided should possess minimum qualification of 10th standard pass. The details of such engagement and the general terms and conditions are as under:

1. Age : male person Not exceeding 40 years.
2. Period : Initially for 1 year (likely to be extended based on performance and quality of service).
3. Security considerations: The persons supplied by agency should not have any police records/criminal case against them. The agencies should get verified the character and antecedents of the personnel through police/District authorities before their deployment in this department and an attested copy of the report of the police/district authorities be furnished to this Ministry.
4. Period within which the manpower is to be supplied: within 15 days of award of contract.
5. Adherence to Labour Laws/Rules: The Firm/Contract shall comply with all Labour Laws, Rules and Acts in relation to its employee and ensure payment of minimum wages to the personnel engaged on outsourcing basis as per the notifications issued by Govt. of NCT of Delhi from time to time in compliance with the provisions of Minimum Wages Act and the Contract Labour (Regulation

& Abolition) Act, 1970. The payment of wages by the contractor to its employees shall be made through cheque only and a certificate on the firm's letter head be furnished to this Department every month along with a copy of the Acquaintance Roll duly signed by the concerned employees, in confirmation of payment of minimum wages.

6. Terms and conditions: The terms and conditions are given in Annexure-I.

7. The bidder will fill up the Technical Information in the Annexure-II and financial Information in Annexure –III consisting of rates inclusive of all charges/service tax etc based on minimum wages payable to unskilled worker under the minimum Wages Act, Both the Annexure can be put in a single cover while submitting the proposal to this Department. The sealed cover shall be superscribed as "Quotation for providing services of Peon". The quotation should be accompanied by an Earnest Money Deposit of Rs. 7,000/- (Rupees Seven thousand only) in the form of Demand Draft payable to the DDO, Ministry of Social Justice and Empowerment, Shastri Bhavan, New Delhi. The bid received without EMD will be rejected summarily. The EMD is returnable to the bidders after award of the contract. The Earnest Money shall be forfeited if the successful bidder withdraws his offer. The successful tenderer will have to submit Performance Security Equivalent to 5% of the amount payable per year, which will be forfeited in case the supply of manpower is delayed beyond the stipulated period, indicated at para 4 above or frequent absence from duty/ misconduct on the part of manpower supplied by the agency. The amount will be payable through Demand Draft drawn in favour of DDO, Ministry of Social Justice and Empowerment, Shastri Bhavan, New Delhi.

8. You are therefore, requested to quote your rates in the proforma as per Annexure-III to this latter. It may be specifically indicated in the rates quoted that the Service Tax is included/excluded. The quotation must reach in a sealed cover to the Under Secretary (Admn.) Ministry of Social Justice and Empowerment, Room No. 240, 'A' Wing, Shastri Bhavan, New Delhi- 110001 latest by 3 P.M. on 22nd July, 2011 (Friday) Positively. The bids will be opened on the same day at 4 P.M. in the room of the undersigned in the presence of the representative of the firms.

Yours faithfully,

(Vinod Kumar Sharma)
Under Secretary to the Govt. of India
Telephone No. 23382184

Encl: As above.

Annexure-I

TERMS AND CONDITIONS

- 1) The Ministry may require the service provider to dismiss or remove from the site of work, person(s) employed by the service provider, who may be incompetent or may not conduct himself/themselves properly and service provider shall forthwith comply with such requirements.
- 2) The service provider has to provide the Photo Identity Card to the persons employed by them for carrying out the work. The card is to be constantly displayed.
- 3) Persons provided by the contractor should be qualified and skilled for performing services of the peon/attendant/Multi tasking staff. Their duties are mainly (i) General Cleanliness & upkeep of Section/Unit, (ii) Carrying of files & other papers with In the building, (iii) Photocopying, sending of Fax etc (iv) other non-clerical work in the Section/Unit (v) Assisting in routine office work like diary, dispatch etc., including on computer and any other work assigned by the superior authority.
- 4) The Service provider shall replace immediately his personnel (if he/they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct) upon receiving written notice from this Department.
- 5) The Department shall not be liable for any loss, damage, theft, burglary or robbery of the person belongings/equipment or vehicles of the personnel of the service provider.
- 6) 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 office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 7) The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.

- 8) The service provider's personnel shall not divulge or disclose to any person, and details of office, operational process, technical know-how, security arrangements/administrative/organizational matters as all may be of confidential/secret nature.
- 9) The service provider's persons shall not claim any benefit compensation/absorption/regularization of services with office under the provisions of industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.
- 10) The persons deployed shall not claim any Master & Servant relationship with this Ministry.
- 11) The Service provider shall ensure deployment of suitable persons from proper background 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 withdraw such employee(s) who are not found suitable by the office for any reasons immediately on receipt of such a request. The character and antecedents of the personnel of the service provider will be got verified through police/District Authorities before his deployment and an attested copy of the report of the police/district authorities be furnished to this Ministry.
- 12) The service provider shall ensure proper conduct of his persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.
- 13) The Service provider shall engage the necessary persons as required by this office from time to time. 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. There is no Master & Servant relationship between the employee of the service provider and this Ministry.
- 14) The transportation, food, medical and other statutory requirement in respect of the personnel of the service provider will be the responsibility of the service provider.
- 15) Working hours would be normally 8 hours per day including half hour lunch break between 9.00 a.m. to 5.30 p.m. during working days. However, the concerned person may have to work beyond office hours if there is any urgency.

- 16) The personnel may be called on Saturday, Sunday and other gazetted holidays, if required. They may be paid extra as per the rates approved by the office.
- 17) The Service provider will provide the required personnel for a shorter period also, in case of exigencies as per the requirement of the office.
- 18) The Service provider shall provide a substitute well in advance if there is any probability of the person(s) leaving the job due to his own personal reasons. The payment in respect of the Overlapping period of the substitute shall be the responsibility of the service provider. The Service provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
- 19) The Service provider will submit the bill in triplicate in the 1st week of following month. The payment will be released by the 3rd week of the following month.
- 20) Payments to the service provider shall be made on monthly basis on the production of certification by the officer, with whom the concerned persons are attached, that their services were satisfactory and attendance, as per the bill preferred by the service provider. The said certificate, in original, will be attached to the monthly Bill for claiming payment. The Agency's workers will work under the overall supervision and direction of the authorized officer of the Department.
- 21) The service provider shall be contactable at all times and message sent by e-mail/fax/special Messenger from Ministry to the service provider shall be acknowledged immediately on receipt on the same day.
- 22) The agency should be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration shall be submitted. The service provider shall comply with all the legal requirements for obtaining license under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
- 23) The Agency shall submit its PAN and Sales Tax/VAT/Service Tax registration Number.

- 24) Escalation clause shall not be accepted on any grounds during the period the contract is in force.
- 25) The award of the contract will be subject to the fulfillment of the conditions laid down in rules 157, 158 and 160 of GFR, 2005 as amended from time to time.
- 26) Disputes relating to the contract shall be settled by an arbitrator to be nominated by the Competent Authority in this Ministry.
- 27) Any dispute arising out of the contract will be subjected to the Indian law and jurisdiction of the courts located in Delhi, only.
- 28) M/o SJ&E reserves the right to accept/reject any tender/quotation without assigning any reason.

TECHNICAL BID

Technical Bid should indicate the following information along with the self attested photocopies of these documents:-

- (a) Profile of the Company.
- (b) Proof of Incorporation/inception of the Agency.
- (c) Registration for manpower supply
- (d) PF Registration details.
- (e) ESI Registration details.
- (f) PAN Number
- (g) Service Tax registration number
- (h) Details of Registration with the Labour Commissioner.

FINANCIAL BID

To

Under Secretary (Admn.)
Ministry of Social Justice & Empowerment,
Room No. 240, 'A' Wing,
Shastri Bhavan,
New Delhi-110001.

Subject: Quotation for award to contract for providing the services of Peon/Multitasking Staff-regarding.

Sir,

With reference to your letter No. A-121013/1/2011-Estt-I dated June, 2011 on the subject mentioned above, I/we quote the rate for above mentioned work as under:-

Particulars	Rate (in words and figures)
Consolidated rate per person per month for 22 working days inclusive of all charges, service tax etc., along with break –up for each)	
Per day rate; for attending office on Saturday. Sunday and other Holidays (if required) may also be quoted separately.	

2. I/we accept all the terms and conditions of your letter referred to above.

Yours faithfully,

(Authorized signatory)
(with name/designation & contact No.)