



No. 77 / 2011-Adm. II

भारत सरकार

Government of India

विद्युत मंत्रालय

Ministry of Power

Shram Shakti Bhawan, Rafi Marg, New Delhi - 110001

Telephone No. 23715507; Fax No. 23717519

Dated : 2nd January, 2012.

To

All Registered Service Providers (As per list)

Subject: Quotation for award of contract for providing labourers to work as Peons for a period of 1 year extendable as per requirement.

Sir,

I am directed to invite sealed tenders from experienced and reputed Manpower Agencies for providing the services of Peons/Messengers in the Ministry of Power. Candidates, proposed to be engaged, should have passed at least eighth standard from a recognised school and shall be able to read Hindi and English. The candidates should be young in the age group of 18-25 years, active and having good health.

2. Persons are required initially for a period of one year. Number of persons is likely to vary during Contract Period (i.e. for one year).

3. The initial period of contract (which is for one year), may be extendable on satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the Competent Authority. It is obligatory on the part of the Contractor to ensure that wages paid should not be less than the minimum rates fixed by the Government, from time to time and all statutory requirements such as Provident Fund, Employee State Insurance and Bonus etc. must be incorporated while quoting the rate. A bid not complying with the provision of relevant statutory obligations will be technically disqualified. Service Charges/rates quoted by the agency would be valid for a period of one year and the request for increase in rates during the currency of the Contract shall not be entertained.

Contd/--

4. The manpower will have to be supplied by the agency within 15 days from the date of award of Contract, as per the detailed Terms and conditions which are given at Annexure -I.

5. Only those who fulfil the following minimum criteria need submit their bids :

- (a) The manpower supplying agencies should have been in existence for not less than three years
- (b) It should have been registered with the Government authorities concerned and a copy each of the registrations shall be attached with the bid
- (c) It should have PAN number and Sales Tax/Service Tax Registration (proof in this regard may be attached with the bid)
- (d) It should not have been blacklisted by any organisation
- (e) It should be willing to take up the Contract on the terms and conditions at Annexure-I.

6. An earnest money deposit of Rs. 25,000/- (Rupees twenty five thousand only) in the form of demand draft drawn in favour of "The Pay & Accounts Officer, Ministry of Power, Sewa Bhavan, R.K.Puram, New Delhi" may be submitted alongwith the technical bid, failing which the bid shall not be considered valid.

7. The tenders shall be submitted in two sealed covers.

(A) The first sealed cover should be superscribed "Technical bid" and should contain:

- (i) The proforma at Annexure-II(duly filled in)
- (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

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

6. An earnest money deposit of Rs. 25,000/- (Rupees twenty five thousand only) in the form of demand draft drawn in favour of "The Pay & Accounts Officer, Ministry of Power, Sewa Bhavan, R.K.Puram, New Delhi" may be submitted along with the technical bid, failing which the bid shall not be considered valid.

7. The tenders shall be submitted in two sealed covers.

(A) The first sealed cover should be superscribed "Technical bid" and should contain:

- (i) The proforma at Annexure-II (duly filled in)
- (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 "Price Bid" should contain only rates which should be quoted for normal duty of 8 hours per day per person (Annexure-III) and rate per extra hour of duty when detained beyond 8 hours.

(C) Both the sealed cover should be placed in the main sealed envelope super-scribed "Tender for supply of Outsourcing Staff". This should be addressed to the Under Secretary (Admn), Ministry of Power, Room No. 222, 2nd Floor, Shram Shakti Bhawan, Rafi Marg, New Delhi. It shall be either sent by post or hand delivered latest by 3.00 P.M. of 25.01.2012.

8. The technical bids will be opened by the Tender Opening Committee on 25.01.2012 at 4 PM in Room No. 222, Shram Shakti Bhawan, Rafi Marg, New Delhi in the presence of the participating bidders, who may like to be present.

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

Yours faithfully,


(Madhukar Sood)

Under Secretary to the Government of India
Tel. 23766236

TERMS AND CONDITIONS

- (1) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
- (2) The persons engaged by the Agency should not have any adverse Police records/criminal cases against them. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to this Ministry. The service provider will also ensure that the personnel deployed are medically fit. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from this 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/wages in time i.e. before 6th day of every month. There is no master & servant relationship between the employees of the service provider and this Ministry and further the engaged person of the service provider shall not claim any absorption.
- (4) The service provider's personnel shall not claim any benefit/compensation/regularization or services from this Ministry under the provision of Industrial Dispute Act, 1947 or Contract Labour(Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Ministry.
- (5) The service provider's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements, administrative/organisational matters as all are confidential/ secret in nature.
- (6) The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this Ministry. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him.
- (7) That the personnel deployed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of this Ministry.
- (8) The service provider will have to remove from the office, any debarred persons, who is found incompetent or for his/her/their misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable, to the Ministry because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.

- (9) The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- (10) The transportation, food, medical and other statutory requirement in respect of each personnel of the service provider shall be borne by the service provider.
- (11) Working hours would be normally from 9.00 AM to 5.30PM during working days including 30 minutes 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 by the Service Provider on the basis of a Certificate provided by the office as per the rates approved.
- (12) That the agency shall be responsible for payment of wages to each worker employed by him as Contract Labourer and such wages shall be paid before expiry of such as may be prescribed.
- (13) It shall be the duty of the Contractor to ensure the disbursement of wages in the presence of the authorised representative of the Ministry of Power.
- (14) It is obligatory on the Contractor to ensure that wages paid should not be less than the minimum rates fixed by the Government, from time to time and all statutory requirement such as Provident Fund, Employees State Insurance and Bonus etc. must be incorporated in salary.
- (15) 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 law in force.
- (16) Payments to the service provider would be strictly on certification by the officer with whom personnel is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
- (17) No wage/remuneration will be paid to any staff for the days of absence from duty.
- (18) The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of this Ministry.
- (19) 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 reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- (20) The service provider shall be contactable at all times and message by phone/mail/Fax/Special Messenger from this Ministry to him/her shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Ministry implementing the Contract from time to time.

- (21) This Ministry shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- (22) 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 act of commission or omission on the part of its staff or its employees etc. If this Ministry suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse the pecuniary value of the loss, as decided by this Ministry for the same. The agency shall keep this Ministry fully indemnified against any such loss or damage.
- (23) This Ministry will maintain an attendance register in respect of the personnel deployed by the agency on the basis of which wages/ remuneration will be decided in respect of the staff at the approved rates.
- (24) The successful bidder shall furnish a Security Deposit equivalent to Rs.50,000/- (Rupees Fifty Thousand only) in the form of either an account payee demand draft drawn in favour of the "Pay & Accounts Officer, Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi", or Fixed Deposit receipt from a Nationalised Bank or Bank Guarantee from a nationalised bank in an acceptable form safeguarding the interests of this Ministry in all respect should also be deposited. The security deposit will be forfeited in case if 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 part of manpower supplied by the agency.
- (25) The successful bidder will enter into an agreement with this Ministry for supply of suitable manpower as per the requirement on these terms and conditions. The agreement will be valid for a period of one year commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the period of one year. Any statutory increase in wages/DA etc. is to be absorbed by the service provider. The contract/agreement is extendable for further period subject to satisfactory performance of the agency and such amendments as mutually agreed to.
- (26) The service provider shall not assign, transfer, pledge or subcontract the performance or services without the prior written consent of the Ministry.
- (27) The agreement can be terminated by either party giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreements then one month's wages etc. and any suitable amount due to the agency from this Ministry shall be forfeited by this Ministry.

Contd/--

- (28) 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 of account of 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.
- (29) In the event, if any dispute arises touching any of the clauses of the agreements, the matter will be referred to the Joint Secretary (Admn), Ministry of Power whose decision shall be binding on both the parties.
- (30) Any legal dispute arising out of the above contract shall be settled in the jurisdiction of the High Court of Delhi.

Scope of work for Peons

- 1. All works which are being done by a regular Peon i.e. Attending to Senior Officers, Distribution of Daks, Dusting of work stations/Almirahs, Glass Panes of All windows/doors etc.
- 2. Misc. work like shifting of goods/office furniture/locking and unlocking the office rooms and halls in the morning/evening and any other official work which arises from time to time.

ANNEXURE - II

Sl.No	Particulars	To be filled in by the tenderer
1	Name of the Agency	
2	Details of Earnest Money Deposit(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 the name of the contact person(s)	
5	Whether registered with all concerned Government authorities (PF/ESI etc.) (Copies of all certificate of registration to be enclosed.)	
6	PAN/ TAN Number (Copy to be enclosed)	

7	Service Tax Registration Number (Copy to be enclosed)	
8	Whether the firm is blacklisted by any Govt. Department or any criminal case is registered against the firm or its owner / partner anywhere in India	
9	Length of experience in the field	
10	Experience in dealing with Government Departments. (Indicate the names of the Departments and attach copies of contract orders placed on the agency)	
11	Whether a copy of the terms and conditions (Annexure-) duly signed in token of acceptance of the same is attached?	
12	Whether agency profile is attached?	
13	List of other clients.	

**Signature of the authorised signatory
of the Tenderer with seal of the Firm.**

PROFORMA FOR FINANCIAL BID

No.....

Dated the.....

To

Under Secretar(Adm.)
Ministry of Power,
Shram Shakti Bhawan,
New Delhi.

Subject : Quotations for award of contract for providing labourers to work as Peons.

Sir,

With reference to your letter No. 7/3/2010-Admn.II dated 26.08.2010 on the subject mentioned above, I/we quote the rate, including the service charge and service tax, for above mentioned work as under:

Particulars	Rate per person per 8 hours of work per day	
	In figures	In words
Overtime wages per extra hour of duty beyond 8 hours		

Signature of the authorised signatory
of the Tenderer with seal of the Firm.

Note:

1. The wage structure should be in conformity with the latest Minimum wages notified by Labour Department, Government of NCT, Delhi.
2. Other charges, if any
3. Statutory liabilities as per applicable rates.