



No. 7/1/2016-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: 05.10.2016.

To

The Interested Bidders.

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Subject: Quotations for award of contract for providing labourers to work as Peons in the Ministry of Power.

Sir/Madam,

I am directed to invite sealed tenders from experienced and reputed Manpower Agencies for providing the services of Peons/Messengers for a period upto 31.03.2017, in the Ministry of Power as per the detailed terms and conditions as given in Annexure -I. This Ministry requires the services of 7 (Seven) workers (the figure may vary depending upon the requirement of the Ministry during the period at short notice).

2. The manpower is required initially for a period upto 31.03.2017. Number of persons is likely to vary during Contract Period.
3. The initial period of contract, may be extendable on requirement and on satisfactory performance with such amendments as may be mutually agreed to, subject to the necessary approval of the Competent Authority in the Ministry. It is obligatory on the part of the Contractor to ensure that wages paid should not be less than the minimum rates of wages fixed by the Government, from time to time and all statutory requirements such as Provident Fund, Employee State Insurance, Service Tax and Bonus etc. must be incorporated while quoting the rate. A bid not complying with the provisions of relevant statutory obligations will be technically disqualified. Service Charges/rates quoted by the agency would be valid for a period upto 31.03.2017 and the request for increase in rates during the currency of the Contract shall not be entertained.
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 Firms/ bidders should have at least 3(three) years of experience in providing such services as mentioned above to minimum two Government Departments/ PSUs/ other reputed national level institutions. A complete list of clients serviced during the last three years (year -wise) shall be provided along with the value of contracts executed.
 - (b) The interested Firms/bidders should also be registered with the Government authorities such as ESI, EPF, Service Tax, Labour and Income Tax Authorities and a copy each of the registrations shall be attached with the bid.

[Signature]

Contd./-

- (c) The firm should not have been blacklisted by any Ministry/Department of the Government of India. The tendering firms/ bidders shall have to submit notarized affidavit on a stamp paper of appropriate value to this effect that they have not been blacklisted or their business dealings with the Government Ministries/Departments have not been banned.
- (d) The organisation must undertake to provide clearance from police authorities in respect of the workers. This Ministry reserves the right to get police verification of these officials and reject those not cleared by police, if necessary.
- (e) The organisation must undertake to pay Minimum Rates of wages to the workers engaged as per the applicable orders of Govt. of NCT (They shall furnish a notarized affidavit to the effect that the workers going to be employed in the performance of the contract would be paid minimum wages as per applicable orders of Govt. of NCT of Delhi and all statutory requirements w.r.t. ESI, EPF, Factories Act, ID Act, Contract labour(regulation and Abolition) Act etc., would be compiled with reference to those workers).
- (f) Candidates, proposed to be engaged, should have passed at least tenth standard pass from a recognised school and should 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.
- (g) 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
- (iii) Demand Draft for Earnest Money Deposit
- (iv) All other required documents mentioned in Annexure-II.

The absence of any of the above mentioned documents in technical bid would result in the rejection of the entire tender.

(B) **The second sealed envelope superscribed "Price Bid" should contain** a detailed estimate of rates quoted for normal duty of 8 hours per day per person(exclusive of tax) (Annexure-III) and rates per extra hour of duty when detained beyond 8 hours.



Contd/-

8. The interested bidders, who are fulfilling the criteria, may drop the quotations in the tender box available at the **Gate No. 5, Shram Shakti Bhawan, Rafi Marg, New Delhi**. The technical and financial bids should be in separate sealed envelopes. These two sealed envelopes should then be put in a big cover super-scribed "Tender for supply of Outsourcing Staff with a covering letter of the tenderer. The bids in this manner will be accepted up to **3.00 pm on 21.10.2016**. The technical bids will be opened by the Tender Opening Committee on **25.10.2016 at 4.00 pm** in Room No. 18 (Library, B-Wing), Shram Shakti Bhawan, Rafi Marg, New Delhi in the presence of the participating bidders, who may like to be present. The technical bid will be analysed by this Ministry and the financial bids of only those bidders whose technical bids are found to be in order will be opened at **3.00 pm on 28.10.2016** in **Room No. 18 (Library, B-wing), Shram Shakti Bhawan, Rafi Marg, New Delhi**. The representative of only those bidders found successful at the technical bid stage would be allowed to be present at the time of financial bids.

9. This Ministry has elaborated the service requirements vide this letter and the annexures. The successful tenderer has, however, to follow all labour law requirements without fail while providing the services. It may clearly be noted that it is the firm's sole responsibility to follow these laws and for any failures, the firm shall be liable for breach.

10. The firms should take special care to prepare the technical bids as well as financial bids. Omission of any of the required documents or EMD would result in the rejection of their entire tender. It may also be noted that failure of any firm to quote against any items at Sl.No. 1 to 6 of the financial bid as indicated in the Annexure-III shall result in summary dismissal of the bid, even though the firm is found technically qualified.

11. This Ministry reserves the right to cancel any or all the Tenders without assigning any reason therefor.

Yours faithfully,



(Satinder Kaur)

Under Secretary to the Government of India
Tel. 23715327

Encl: Annexure-I-Service requirement and other terms and conditions
Annexure-II Detailed checklist of documents to be submitted in
(a) Technical Bid,
(b) Financial Bid, (both in sealed covers) and
(c) the documents in open cover.

Copy to :-

1. NIC-Cell, Ministry of Power, Shram Shakti Bhawan, Rafi Marg, New Delhi for uploading the tender notice on the Website of Ministry of Power.
2. All Ministries/Departments of Government of India. They are requested to give this circular wide publicity amongst all the vendors, if any, already registered with them.

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, and 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 are 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 this 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 date 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 requirements 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 wages/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 goods, materials and equipment's etc. are not damaged in process of carrying out 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 pecuniary value of 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.50000/- (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 respects should also be deposited. The security deposit will be forfeited in case 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 requirement on these terms and conditions. The agreement will be valid for a period upto 31.03.2017 commencing from the date of signing of the agreement and shall continue to be in force in same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period upto 31.03.2017 and no request for any change/modification shall be entertained before expiry of the contract period. 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.
- (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 on 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.

Checklist of documents to be submitted by the Bidding Manpower supplying agencies

S.No	Particulars	Reply	Page No. of the document enclosed
1	Name of the Agency/ Firm/ Company/ Society		
2	Details of Earnest Money Deposit(EMD)		
	(i) Amount		
	(ii) Draft No.		
	(iii) Date		
	(iv) Issuing Bank		
3	Date of establishment of the agency (attach copy of the registration letter)		
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	To submit a notarized affidavit on a stamp paper of appropriate value to this effect that they have not been blacklisted or their business dealings with the Government Ministries/ Departments have not been banned. (please see Para 5(C) of invitation letter)		
9	Experience in dealing with Government Departments. (Indicate the names of the Departments and attach copies of contract orders placed on the agency)		
10	Whether a copy of the terms and conditions (Annexure-I) duly signed in token of acceptance of the same is attached?		

S.No	Particulars	Reply	Page No. of the document enclosed
11	Whether agency profile is attached?		
12	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 Secretary (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. 7/1/2016-Admn.II datedon the subject mentioned above, I/we quote the rate for above mentioned work as under:

Sl.No	Item head	Value
1.	Wage payable per worker per 8 hours of duty per day as per Minimum wages	
2.	EPF Contribution per person by the employer (13.61%)	
3.	ESI Contribution per person by the employer (4.75%)	
4.	Service tax (on the above per person per day)	
5.	Service Charges per person per day	
6.	Overtime wages per extra hour of duty beyond 8 hours	
7.	Any other item	

**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.