

No. D- 31016/15/2013-Genl.
Government of India
Ministry of Statistics & Programme Implementation
Sardar Patel Bhawan, Sansad Marg,
New Delhi-110001, Dated: 06.02.2014

TENDER NOTICE

Sub:-TENDER CALLING FOR AGENCY FOR HIRING THE SERVICES OF DAILY WAGED WORKERS 50 to 65(INCLUDING 5 DRIVERS) IN THIS MINISTRY.

Ministry of Statistics & Programme Implementation invites sealed tenders from reputed and experienced Service Providers for HIRING THE SERVICES OF 50 to 65 DAILY WAGED WORKERS (INCLUDING 5 DRIVERS) for the offices located at Sardar Patel Bhawan, West Block, R. K. Puram and J. P. Building, New Delhi.

2. The minimum eligibility conditions of required manpower are given in **Annexure-I.**
3. The terms and conditions of HIRING MANPOWER are given in **Annexure-II.**
4. The period of contract would be initially for two years, which can be further extended by mutual consent for another one year and service charges would be fixed subject to the necessary approval of the Competent Authority. Rate quoted by the agency would be fixed subject to statutory increase in wages etc.
5. The quotation should be accompanied by earnest money of Rs. 1,20,000/-(Rs.One Lakh twenty thousand only) through a demand draft of any scheduled bank in Delhi / New Delhi drawn in favour of "Pay & Accounts Officer, Ministry of Statistics & PI, New Delhi". The earnest money received from the tenderers will be returned without interest immediately after the process of award of contract is over.
6. The successful bidders would be required to furnish a security deposit/ Bank Guarantee from Nationalized Bank equivalent to Rs. 3,20,000/-(Rs. Three Lakh twenty thousand only) in favour of "Pay & Accounts Officer, Ministry of Statistics & Programme Implementation, New Delhi".
7. The tenders should be submitted in two sealed covers;-
 - A. The first sealed cover should be superscribed "**Technical Bid**"
 - (i) The Proforma of **Annexure-III**, Duly filled in
 - (ii) Agency profile, including previous experience of manpower supply to Government Departments.


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- (iii) Acceptance of terms and Conditions at Annexure-II
- (iv) Demand Draft for Earnest Money
- (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 per person for five day a week (**Annexure-IV**)

(C) Both the sealed covers should be placed in the main sealed envelope superscribed '**TENDER CALLING FOR HIRING THE SERVICES OF 50 to 65 DAILY WAGED WORKERS(INCLUDING 5 DRIVERS) IN THIS MINISTRY.**' The envelope containing the Tender Documents may be addressed to the Under Secretary(Genl.), Ministry of Statistics and Programme Implementation and dropped in the Tender Box of this Ministry placed at the ground floor of Sardar Patel Bhavan, Sansad Marg, New Delhi of this Ministry by **28th February, 2013 latest by 3.00 P.M.** The Technical Bid will be opened on the same day at 3.30 PM in the Second Floor, Room No. 222 (A) of Sardar Patel Bhawan, New Delhi. The representative of the firms may be present, if they desire so on production of authorization. The Financial Bid of the technically qualified firm will be opened after informing the technically qualified firms. Enquiry or suggestion, if any, may be made from Under Secretary(General), Room No.-201, Sardar Patel Bhavan, Sansad Marg, New Delhi.

8. The tender notice with Annexure can also be downloaded from website of this Ministry i.e. [www. Mospi.gov.in](http://www.Mospi.gov.in).



(G.VAIDHEESWARAN)

Under Secretary to the Govt. of India.
Ph.011-23747929.

Copy to:-

1. Computer Centre, R.K.Puram, New Delhi for placing the tender notice on this Ministry's website for due publicity.
2. Website of Central Public procurement portal.
3. DAVP, Ministry of Information & Broadcasting, New Delhi for publishing the tender notice in two leading news papers(one in Hindi & one in English).
4. Notice Board.



DAILY WAGED WORKERS:(qualification and duties)

1. Educational qualification:-He/ she must be 8th pass.
2. Minimum Age- 18 years as on 1.7.2013
3. Duties(a) File distribution, water supply and dusting.

(b) Shifting work including almirah, sofas, tables etc. to be shifted from here and there.

(C) other duties as and when assigned by the officer.

DAILY WAGED DRIVERS:(qualification)

1. Educational qualification:-He/ she must be 8th pass and has a valid driving licence.
2. Minimum Age- 18 years as on 1.7.2013


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DETAILED INFORMATION AND TENDER DOCUMENT CONTAINING TERMS & CONDITIONS

FOR HIRING MANPOWER SERVICES OF VARIOUS PERSONNEL THROUGH

THE AGENCY

1. The personnel engaged for the services in the MOSPI (Henceforth referred to as the Ministry) shall be the employees of the Placement Agency and will take their remuneration/wages from them. They will have no claim of whatsoever nature including monetary claims or any other claim or benefits from the Ministry.
2. Minimum payment to the personnel engaged would be as per the minimum wages notified by the Govt. of NCT of Delhi but higher pay would not be a constraint. For extra working beyond office hours and on holidays, OTA will be paid as per the Govt. of NCT of Delhi rates.
3. The Placement Agency shall make their own arrangements for commuting of their personnel requisitioned by the Ministry and no extra expenditure on this account will be borne by the Ministry.
4. That Placement Agency will furnish to the Ministry the full particulars of the personnel deployed, 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 employer / Police and also ensure that they possess the requisite academic / technical qualifications and experience for rendering the requisite services to the Ministry. The willing personnel already working in Ministry will have to be continued.
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 Ministry.
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 Ministry shall not be responsible for such liabilities.
7. The Service Provider Agency shall undertake to indemnify the Ministry for any liability under any law arising out of the manpower contract.
8. The Placement Agency shall comply with all the rules and regulations regarding safety and security requirements of the employees provided by it. The Ministry will in no way be responsible in any manner in case of any mis-happening with their personnel at any place.


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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 this Ministry 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 Ministry.

10. The Placement Agency shall make all payments including wages to its personnel on or before 7th of every month through NEFT / RTGS. After making the payment to the Daily Waged Workers, the Placement Agency shall raise the bill / claim towards the Wages, ESI, EPF, Service Tax etc. to the MOSPI for payment / reimbursement of such amount alongwith payment of proof.

11. The Ministry shall deduct proportionate amount for each day of absence of the personnel while making payment to the Placement Agency each month. The Ministry can also deduct the amount for late coming or early going as per the rules / guidelines framed and made applicable by the Ministry from time to time. The present working hours for the office are from 9.00 A.M. to 5.30 P.M except Saturdays / Sundays and gazetted holidays.

12. The Placement Agency shall be responsible for the discipline and conduct of the Personnel sponsored by them. In case, the personnel is found lacking in discipline and their quality of work deteriorate during the course of the contract, the Placement Agency shall provide a suitable substitute/ replacement of personnel.

13. During the subsistence of the contract, the Ministry 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 Ministry has to bear such liabilities on unforeseen circumstances / occasions, the Ministry will recover such amount from the Placement Agency by adjusting the amount payable to them.

14. 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 MOSPI so that the daily work of the Ministry does not suffer. If no such alternate arrangements are made, proportionate deductions shall be made out of the contracted amount. The Ministry shall also be free to make its own alternate arrangements, the cost of which shall be recovered from the Placement Agency.

15. Any loss, theft or damage to the life and/or property of the employees of the Ministry and/or property of the Ministry 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


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working and records etc. failing which action will be initiated against the concerned persons and concerned agency under applicable rules and laws etc.

16. The Placement Agency shall also be responsible for providing all such amenities as are required to be provided under the provisions of various statutory laws including Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of the Placement Agency to provide such amenities, the Ministry shall be free to provide the same and recover all expenses so incurred in providing such amenities from the Placement Agency by any suitable manner / method as may be deemed fit by the Ministry on the land.

17. The Placement Agency shall also comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as are applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, Delhi Shops and Establishment Act, 1954, ESI Act, 1948, Provident Funds and MP Act, 1952, Workmen's Compensation Act, Payment of Bonus Act, and take such steps as may be deemed necessary in this regard from time to time.

18. The Placement Agency will not ask for any enhancement of approved rates during the contract period unless the Labour Department, Govt. of NCT of Delhi increases the rates of Minimum Wages.

19. 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. However, amount agreed under the contract will only be reimbursed / paid.

20. The Placement Agency has to deposit Security Deposit/Bank Guarantee of Rs.3,20,000/- (Rs. Three Lakh twenty thousand only). The Security Deposit will be released after the expiry of the contract.

21. If the Placement Agency fail to provide satisfactory performance, the MOSPI shall be at liberty to terminate the contract forthwith.

22. The MOSPI reserves the right to abandon or terminate the contract at any time by serving a note of one months time.

23. In case of any dispute, the Decision of the Competent Authority, viz, Secretary, Ministry of Statistics & PI will be final and binding on both the parties.


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24. The initial period of the contract will be for two year from the date of award of the contract, and on expiry of the said period, the contract may be further extended for another one year with the mutual Consent at the same terms & conditions and service charges would be fixed subject to the necessary approval of the Competent Authority. Rate quoted by the agency would be fixed subject to statutory increase in wages etc. However, contract can be terminated prematurely after one months notice if requirements of the Ministry cease.
25. The Placement Agency shall supply a copy of confirmation from their employees regarding acceptance of employment at agreed rates and terms & conditions in advance.
26. The tenderers have to submit the following documents:
- Photocopies of Registration of ESI, PF and other registrations etc.
 - Photocopy of Service Tax No.
 - Photocopies of Income Tax Returns for the last 3 years.
 - Photocopies of similar contract executed, if any, with Govt. Departments/ PSUs / Autonomous Bodies during last 3 financial years .
 - Photocopy of turnover of last three years.
 - The head office of the placement agency should be in Delhi.
27. The shortlisted agencies for selection may be required to produce at least ten ESI Card and Certified copies of EPF deduction in respect of its employees claimed to have been employed.
28. The Ministry 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.
29. An Earnest Money Deposit (EMD) of Rs. 1,20,000/- (Rs. One lakh twenty thousand only) has to be deposited in the form of a Bank Demand Draft / Pay Order in favour of Pay & Accounts Officer, Ministry of Statistics & Programme Implementation alongwith the Quotation. The EMD will be refunded to the unsuccessful bidders on finalization of the bids.
30. The owner/partner/manager of the Placement Agency should be available on his own direct telephone as well as mobile phone given to the Ministry.
31. There should be no cutting/overwriting in the Quotations.
32. 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.
33. If contract is awarded, the concerned Placement Agency will be required to execute the contract agreement on a non-judicial paper of Rs.100/. The expenditure on this account will be borne by the placement Agency.



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34. The tenderers are required to quote for the various categories of personnel as per enclosed prescribed format given at "Annexure IV"
35. 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.
36. 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 Ministry.
37. The Legal disputes, if any arising during the currency of the contract, shall be jurisdiction of Delhi only and will be governed by the Arbitration Act.,1996 and arbitrator will be nominated by Ministry of Statistics & P.I. The resultant contract will be interpreted under Indian Laws.
38. No advance payment, in any case, would be made to the firm. Payment will be made on monthly basis only after rendering satisfactory services.
39. In the event of the firm backing out of the contract midstream, without any explicit consent of this Ministry, will be liable to recover the higher rates vis-à-vis those contracted rates, which may have to be incurred by this Ministry for the remaining contracted period and the security deposit will also be forfeited after blacklisting the firm.
40. All disputes are subject to jurisdiction of Delhi Courts.

SIGNATURE OF THE TENDERER _____
NAME IN BLOCK LETTERS _____
FULL ADDRESS WITH TELEPHONE NUMBERS _____
OFFICE SEAL WITH DATE


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PROFORMA FOR SUBMITTING THE DETAILS BY AGENCY

Sr. No.	Particulars	Page nos of the tender.
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(Head office: Delhi only)	
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.	Service Tax Registration No. (Attach attested copy)	
7.	E.P.F. Registration No. (Attach attested copy)	
8.	E.S.I. Registration No. (Attach attested copy)	
9.	Documents showing completing at least one service of value not less than Rs. 5 Lakh per month related to providing human resources in a single contract on behalf of PSUs and Government Departments. Attested copies of work orders may also be attached.	
10.	Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU (Attach copy)	
11.	Photocopies of Income Tax returns for the last 3 financial years.	
12.	Whether a copy of terms & conditions (Annexure-II) duly signed, in token of acceptance or the same, is attached	
13.	Whether agency profile is attached	
14.	List of other clients	

SIGNATURE OF THE TENDERER _____

NAME IN BLOCK LETTERS _____

FULL ADDRESS WITH TELEPHONE NUMBERS _____

OFFICE SEAL WITH DATE


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ANNEXURE -IV

PROFORMA FOR FINANCIAL BID

	Wages	EPF	ESI	Service charges	Service Tax	Total
Daily Waged Workers						
Daily Waged Drivers						

SIGNATURE OF THE TENDERER _____
NAME IN BLOCK LETTERS _____
FULL ADDRESS WITH TELEPHONE NUMBERS _____
OFFICE SEAL WITH DATE

[Handwritten Signature]
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