

No.MoES/24/01/2011-Genl
Government of India
Ministry of Earth Sciences

OPEN TENDER NOTICE FOR OUTSOURCING OF SECRETARIAL ASSISTANCE ON CONTRACT BASIS

Ministry of Earth Sciences invites sealed quotations from well established/registered Service Providers for providing Secretarial manpower viz Stenographers 12 Nos and Clerks/Typists/Data Entry Operators 20 Nos. on contract basis (These are subject to variation depending upon the actual requirement of the Ministry) to be considered for posting at New Delhi/Noida. The persons to be deployed by the service providers should have passed 12th Standard (10+2 Pass) preferably with one year experience, well conversant with word processing, spread sheet and software presentation. In case of persons to be deployed as stenographers, they should have had undergone training as stenographer. The Service Providers should have sufficient experience of providing manpower to various Government Departments, public sector undertakings and Government autonomous organizations.

2. The period of contract will initially be for a period of one year from the date of award of contract subject to review of performance every three months and will be extendable at the discretion of the Ministry after expiry of contract.
3. The service providers shall provide the required number of manpower within a period of one week from the date of the contract and failure to comply with the same or found deficient in service shall invite penalty fee or forfeiture of the security deposit and legal proceeding for the omission/ deficiencies in service.
4. The tenders should be submitted in two sealed covers. The first sealed cover should be superscribed **"Technical bid"** containing information as prescribed in Form I, II, III & V. The Second Sealed cover should superscribe **"Price Bid"** and contain information only for the rate for engaging on monthly basis for normal duty of 8 hours per day per person in Form IV. **The bids submitted by the firms would be valid for a period of six months.** Bidders will be required to quote separately for all such elements like minimum wage required, and all other statutory requirements like PF, ESI or any other taxes as may be applicable. Both the sealed covers should be placed in the main sealed envelop superscribed "Tender for supply of Manpower" and should be addressed to Section Officer (Genl), Ministry of Earth Sciences, Block-12, CGO Complex, Lodhi Road, New Delhi-110003 and it should be dropped in the tender box kept in General Section, Ground Floor, Block No.12, CGO Complex, Lodhi Road, New Delhi – 110 003 on or before on 10th October, 2011 by 1400 hrs. The technical bids will be opened the same day at 1500 hrs on 10th October, 2011 in Conference Hall, Block - 12, 1st floor, in the presence of the participating bidders, if they wish to be present. Representatives of the bidders wishing to participate in the bid opening will have to produce authorization letter from their firm before the Committee.
5. Tender form may be purchased directly from Section Officer (Genl), Ministry of Earth Sciences, Block-12, CGO Complex, Lodhi Road, New Delhi-110003 on paying of Rs.500/- latest before 10th October, 2011 or it may be generated from the Ministry's website (www.moes.gov.in). The company/firm downloading the form from the Ministry's website, must submit a draft of Rs.500/- alongwith the technical bids against price of the form. In case of non-submission, the firm will not be considered for technical evaluation.
6. The financial bids of the successful bidders, who have been found technically qualified, will be opened at a later date and those will be intimated separately before opening.

Section Officer (Genl),
Ph. No. 24306891

TERMS & CONDITIONS

1. All services shall be performed by persons qualified and skilled in performing such services.
2. The persons supplied by the Agency should verify and submit if any 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 office for any reasons immediately on receipt of such a request.
3. The service provider should have five years experience of providing secretarial manpower to various Government Departments, public sector undertaking and Government autonomous organizations. Performance certificates issued by their clients should be attached.
4. The turnover of the firm/agency last two years should not have less than Rs.1.0 Crore (rupees one crore) each year.
5. The service provider has to provide the Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
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 office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
7. The Ministry may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and service provider shall forthwith comply with such requirements.
8. The service provider shall replace immediately any of its personnel, if 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 office.
9. Office 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 providers.
10. The service provider shall not assign, transfer, pledge or sub contract the performance or services without the prior written consent of this office.
11. 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 are of confidential/secret nature that can attract legal action.
12. That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Ministry.
13. The service provider's person shall not claim from Ministry of Earth Sciences any benefit /compensation/absorption/regularization of services with office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970.

Undertaking from the person to this effect will be required to be submitted by the service provider to this office.

14. The firm/agency should be registered under Companies Act, 1956 to authorize for deployment of manpower services
15. The person deployed shall not claim any Master & Servant relationship against this office.
16. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption alcoholic drinks, paan, smoking, loitering without work.
17. The service provider shall engage the necessary person as required by our office from time to time. The said person engaged by the service provider shall be employee of the service provider and it shall be the duty of the service provider to pay their salary every month in time by the contractor. There is no Master & Servant relationship between the employees of the service provider and the Purchaser (office) further that the said person (s) of the service provider shall not claim any benefit. The contractor should not stop the payment of salary on account of delays not attributed to the engaged.
18. There shall be an automatic increase in the minimum wages of the personnel provided by the service provider consequent upon any increase on such account affected by any Govt. orders. However, service charge finalized through Tender shall remain fixed throughout the currency of the contract.
19. The transportation, food, medical and other statutory requirement under the various Acts/ Govt. Regulations in respect of each personnel of the service provider will be the responsibility of the service provider. This shall include payment of PF, EST, Service Tax etc. However, payments in respect of PF, ESI etc. or any such other statutory requirements to the successful contractor shall be made subject to furnishing of proof of such payments to the concerned authorities indicating the PF No.. ESI No. etc of the outsourced persons every month without fail and before submitting bills for the subsequent months. The bills should be for reimbursement of the actual amount to the service rendered by the contractor.
20. The period of contract will initially be for a period of one year from the date of award of contract subject to review of performance every three months and will be extendable at the discretion of the Ministry after expiry of contract
21. Working hours will be of 8 ½ hours between 9.00 a.m. and 5.30 p.m. including half an hour lunch break normally from 1.30 p.m. to 2.00 p.m. Actual amount per hour would be calculated for the personnel deployed on duty for any extra duty based on rates finalized.
22. The personnel may be called on beyond office hours, if required. They will be paid extra as per the rates approved by the office based on per hour rate calculated by dividing per month rate by 160 (20 working days x8).
23. The service provider will submit the bill in triplicate in the 1st week of following month for payment. The payment will be made on prorata basis whatever the amount comes to after necessary deduction in terms of non-permissible absent of the manpower.
24. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the office.
25. The service provider shall provide a substitute well in advanced 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.

26. If for any reason the personnel deployed by the service provider proceeds on absence, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The service provider shall provide a substitute in case the absence exceeds 5 days or even earlier, if situation so warrants, which shall be conveyed to them by the Concerned Administration failure to do so shall invite a penalty fee of Rs. 5000/- per day.
27. Payments to the service provider would be strictly on certification by the office with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
28. The service provider shall be contactable at all times and message sent by E-mail/Fax/Special Messenger/Phone from Ministry to the service provider shall be acknowledged immediately on receipt on the same day. The contractor will ensure every day that the minimum manpower has been complied with.
29. The agency should be registered with NCT, Delhi, and a copy of the registration certificate may be submitted.
30. The Agency should submit PAN and Service Tax Registration Number in their firm's name.
31. The firm/agency should have Provident Account No. / ESI No. in their name.
32. The participated firms/agencies must have labour License of the same field.
33. An Earnest Money deposit of Rs.1.8 lakhs (rupees one lakh eighty thousand only) in the form of demand draft/pay order/FDR (minimum validity of six months) drawn in favour of Drawing and Disbursing Officer (DDO), Ministry of Earth Sciences, New Delhi, may be submitted along with the technical bid, failing which their bids will not be considered valid. The EMD of unsuccessful bidders will be returned after one week of award of contract and the EMD of successful bidders will be kept against security deposit.
34. Proforma for Technical Bid (Form I to Form IV) and Price Bid (Form V) are enclosed.
35. The successful bidder should furnish a security bond equivalent to Rs.1.8 lakhs immediately after the award of the contract which will be forfeited in case the supply of manpower is delayed beyond the initial stipulated period of one week and within one day subsequently or for frequent absence from duty/misconduct on the part of a person(s) deployed by the agency.
36. Ministry of Earth Sciences reserved the right to cancel the contract at any stage without assigning any reason.
37. 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 month's wages etc. and any amount due to the agency from the Commission shall be forfeited.
38. 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.
39. All disputes and differences arising out or in any way touching or concerning the contract shall be referred to the sole arbitration of any person nominated by the Secretary, MoES. It will be no objection to any such appointment that the arbitrator so appointed is a

Government servant, that he had to deal with matters to which this indenture relates or that in the course of his duties as such Government servant, he has expressed views on all or any of the matters in dispute or differences. The award of the arbitrator so appointed shall be final and binding on the parties to the agreement. Further, if any dispute is to be referred to the courts, the jurisdiction of the same shall be at Delhi.

40. Minimum Eligibility Criteria:

- I. The firm/agency should be registered with Service Tax Department.
- II. The firm/agency should have PAN No. against their name
- III. The firm/agency must have Provident Fund Account No. in their name
- IV. The firm/agency must be registered for deployment of manpower services under Companies Act, 1956
- V. The firm/agency must have ESI No. in their name
- VI. The firm/agency must mark serial page number of their technical documents and put their authorized signature on each page
- VII. The firm should have an office in Delhi/NCR.
- VIII. The Company/Firm should be an ISO Certified company.
- IX. It should be in this business for at least five (5) years. The turnover of the company/firm during last two financial years should be not less than Rs.1.0 crore (rupees one crore) each year.
- X. The agency should not be blacklisted by any Department/Ministry of the Government of India or any PSU or any other organization.
- XI. Form I to V, Annexure -1 & 2 must be furnished.

CHECK LIST

- A. The following documents shall be placed in an envelope and it should be wax sealed and super-scribed, as **“Technical Bid for outsourced manpower on secretariat assistance in Ministry of Earth Sciences (Packet-I)”**.
1. Duly completed tender form.
 2. Earnest Money Deposit (Demand Draft/Pay order of Rs.1.8 lakhs (Rupees one lakh eighty thousand Only) in favour of DDO, MoES.
 3. Notice Inviting Tender.
 4. Terms and Conditions of the Tender (from item 1 to 39 above) duly signed by the tenderer
 5. Forms I to III and V have been duly filled in and enclosed with technical bid.
 6. Registration No. of the Firm (under Shops & Establishment Act) or registration no. of the company (under Companies Act, 1956), as applicable (attach attested copy of Certificate).
 7. PAN Card of Firm/Company (attach attested copy of PAN Card).
 8. Provident Fund Account No. of Firm/Company (attach attested copy of certificate).
 9. ESI No. of Firm/Company (attach attested copy of certificate).
 10. Sales tax registration certificate
 11. The details of the turnover for the year 2009-10 and 2010-11 should be furnished on their letter head duly signed by the authorized signature and should be verified by submitting the copy of Income Tax Returns of respective financial years
 12. Copies of Work Order(s) issued by Tenderer's clients.(in support of item Para.3 above of the terms and conditions)
 13. Performance certificate (attested copies) issued by the clients to the tender, (which should have minimum rating of satisfactory) for two years 2009-10 and 2010-11 should be signed by client's authorized signatory and it should also be further signed by tenderer along with the seal of the firm/agency.
 14. Financial Bid as specified in Form-IV must be submitted in separate wax sealed envelope and it should be superscribed as **“Financial Bid for outsourced manpower on secretariat assistance in Ministry of Earth Sciences in MoES (Pocket-II)”**.
 15. Both separate wax sealed envelopes (**Technical Bid** – in Pocket-I and **Financial Bid** – in Pocket-II) may be placed in a single large envelope superscribed as **“Tender for outsourced manpower on secretariat assistance in Ministry of Earth Sciences”** and it should also be wax sealed.

Signature of the Tenderer
With seal of the Firm/Company

ENCLOSURE LIST

(Fill the page nos., where the documents mentioned are placed)

1. Duly completed tender form at Page No._____
2. Earnest Money Deposit (Demand Draft/Pay Order No. Dt.for Rs.1.8 lakh in favour of DDO, MoES) at Page No._____.
3. Notice Inviting Tender at page No._____
4. Terms and Conditions of the Tender (from 1 to 39 above) page No._____
5. Forms I to III & V attached with the tender notice have been duly filled in and enclosed at page Nos._____
6. Registration No. of the Firm/Company (Sl No.14 of terms and conditions) - attested copy placed at page No_____
7. PAN card of Firm/Company (Sl No.30 of terms and conditions) – attested copy placed at page_____
8. Provident Fund Account No. of Firm/Company (Sl.No.31 of terms and conditions) – attested copy placed at Page_____
9. ESI No. of Firm/Company (Sl.No.31 of terms and conditions) – attested copy at Page No._____
10. Sales tax registration certificate
11. Details of Turnover of the Firm/company to be submitted in the letterhead of the Tenderer (Sl No.4 of terms and conditions) – placed at Page No_____.
12. Details of work executed by the tenderer in its letterhead (Sl No.3 of terms and conditions) placed at Page No._____.
13. Copies of Work Order issued by Tenderers clients (Sl No.3 of terms and conditions) – attested copy placed from Page No._____to_____
14. Attested copies performance certificate issued by the clients of the tenderer, for two years (Sl No.3 of terms and conditions) – copies placed from Page No._____to Page_____
15. Financial Bid in Pocekt-II.

(Signature of the Tenderer
with Name & Seal

Place:_____

Date:_____

PROFORMA

To,

The Director (Estt.)
Ministry of Earth Sciences
Mahasagar Bhawan, Block-12,
C.G.O Complex, Lodi Road,
New Delhi-110003

Subject; Providing Secretarial Manpower on contract Basis.

Sir,

The undersigned have read and examined in detail the tender document in respect of providing Secretarial manpower on contract basis, do hereby express our interest to provide such services.

Corresponding Details ;

1.	Name of the Company	
2.	Address of the Company	
3.	Name if the Contract person to whom all references shall be made regarding this tender	
4.	Designation and address of the person to whom all references shall be made regarding this tender	
5.	PAN and Service Tax details	
6.	Telephone (with STD code)	
7.	E-mail f the contract person	
8.	Fax No. (with STD code)	

It is certified that the person, who shall engage in Secretarial W\duties are competent and have the necessary qualification for taking up this assignment.

Document framing part of the bid;

We have enclosed the following;

- (i) Form 2 : Minimum Eligibility
- (ii) Form 3 : Prior Experience
- (iii) Form 4 : Declaration Letter
- (iv) Form 5 : Financial Bid
- (v) Earnest Money Deposit
- (vi) Letter of authorization (in the name of the contract person) representing the company

Thanking you,

Yours faithfully,

(Signature of the Authorized Person)

Date;

Name:

Place:

Designation:

Business Address :

Seal:

Minimum Eligibility

The details in respect of the company are as given under:

S. No.		
1.	Name of the company	
2.	Year of Registration/Incorporation	
3.	Number of Employees as on March 31, 2011	
		2009-10 2010-11
4.	Annual Turnover from providing manpower	

Yours faithfully,

(Signature of the Authorized Person)

Name:
Designation:
Seal:

Date;
Place:
Business Address:

Witness with signature

- 1) Name & Address
- 2) Name & Address

PRIOR EXPERIENCE

(Using the format below, provide information in respect of th each Department/ Agency in whom manpower was provided by the company during the last two years)

Name of the company/ firm/ Agency, along with its address and details of contract person to whom Manpower was provided	
Type of manpower provided and theirs numbers; Stenographers Typist/ Data Entry Operatos (other, please specify	

Yours faithfully,

(Signature of the Authorized Person)

Name:

Designation:

Seal:

Date;

Place:

Business Address:

Witness with signature

1) Name & Address

2) Name & Address

PROFORMA FOR FINANCIAL BID

1. Name of the company, address etc.
2. Details of rate quoted
(figures may be written un words as well as in figures, in case of any discrepancy between figures and words, the amount written in words will be taken for consideration)

Note ; No cutting or over writing will be allowed. Any financial bid with overwriting or cutting will be disqualified.

Table

Sl. No.	Designation	I	II				
			Minimum wages as per Govt. of NCT of Delhi orders	PF/ESI/Service Charges etc.			
				PF	ESI	SC Service Charges	ST (Service Tax)
		1	(2)	(3)	(4)	(5)	(6)
1.	Stenographers	Graduate					
		Non-Graduate					
2.	Typists/ Data Entry Operators	Graduate					
		Non Graduate					

*PF- Provident Fund shall be paid by the Service Provides as per Governemnt rules.

* ESI- Employees State Insurance- shall be paid by the Service Provider as per Govt. rules.

* SC- Service Charge to be paid by MoES to the Service Provides.

* ST- Service Tax- as applicable.

I understand that for calculation of the lowest bid, the following formula will be used.

aX Rate (total) quoted for one Stenographer (Averages of Total Graduate and Non Graduate rates) + b X Rate (total) quoted for one Data Entry operator/ Typis (Average of Total Grauage & Non Graduate rates.)
where a and B is the number of Stenographers and Data Entry Operators)

Yours faithfully,

(Signature of the Authorized Person)

Name:

Designation:

Seal:

Date;

Place:

Business Address:

DECLARATION

Declaration Letter on Official Letter head stating the following;

- (i) We are not involved in any major litigation that may have an impact of affecting or compromising the delivery of Services as required under this tender.
- (ii) We are not black-listed by any Central/ State Government/ Public Sector Undertaking in India.

Yours faithfully,

(Signature of the Authorized Person)

Name:

Designation:

Seal:

Date;

Place:

Business Address:

Checklist

Please complete the form and enclose necessary documents where required otherwise the tender will be rejected

Bid particulars for Tender

1) Name of the Bidder

2) Address of the Bidder

Telephone :

Fax:

E-mail;

3). Bidders proposal number and dated

4.) Name and Address of the Officer to whom all references shall be made regarding this tender:

Telephone

Fax:

Telex:

5) Earnest Money: yes/ No

Bank/ Demand Draft Date	Bank/ Demand Draft No.	Drawn on Bank	Bank

6) No. of years of Experience ;
(Attach certificates from clients- for successful running)

7) Turnover papers attached - **Yes/ No**

8) Copy of Income Tax Returns ; Yes/ No
(Attached attested copies)

9.) Sales Tax Registration Certificate : Yes/ No.
(Attached attested copies)

10) Declaration that the firm has never been black listed : yes/ No

11) PAN No. ; Yes/ No.

12) Copy of Trade Licence for outsourced services

13) I / WE have read all the terms and conditions of the tender and accept them in full; Yes/ No.

(Signature)
Seal

I/ WE declare that the information supplied above is correct to the best of my/ our knowledge.

(Signature)
Seal

Witness with signature

1) Name & Address

2) Name & Address