### 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, Clerks/Typists/Data Entry Operators 20 Nos. on contract basis and office boys (05) Nos (These are subject to variation depending upon the actual requirement of the Ministry) to be considered for posting at New Delhi/ NCMRW, Noida. The persons to be deployed by the service providers *must* have passed 12<sup>th</sup> Standard (10+2 Pass) <u>Or above for Stenos/Clerks/DEO and 10<sup>th</sup> Standard for Office Boys.Steno/ Clerks/Typist/DEO must have</u> (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.

- 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. <u>Only after finding satisfactory performance, the contract</u> will be
  extendable for 2 or 3 years at the discretion of the Ministry after expiry of contract <u>with mutual</u>
  <u>consent of both parties</u>.
- 3. The service providers shall provide the required number of manpower within a period of one week from the date of <u>awarding of</u> the contract and failure to comply with the same or found deficient in service shall invite penalty or forfeiture of the security deposit. <u>The decision of the Ministry in this regard will be binding on the service provider.</u>
- 4. The tenders should be submitted in two sealed covers. The first sealed cover should be super scribed "Technical bid" containing information as prescribed in Form I, II, III& V. The Second Sealed cover shouldsuper scribe "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 aperiod of six months. Bidders will be required to quote separately for all such elements like minimum wagerequired, 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 super scribed "Tender for supply of Manpower" and should be addressed to Section Officer (GenI), Ministry of Earth Sciences "Prithvi Bhavan", Lodhi Road, New Delhi-110003 and it should be dropped in the tender box kept in General Section, Ministry of Earth Sciences, "PrithviBhavan", Lodhi Road, New Delhi 110 003 on or before 17th June, 2014 by 1430 hrs. The technical bids will be opened on the same day at 1500 hrs, 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," PrithiviBhavan", Lodhi Road, New Delhi-110003 on paying of Rs.500/- latest before 17<sup>th</sup> June, /2014 by 1430 hrs or it may also 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 demand draft of Rs.500/- along with the technical bids as price of the tender form. The DD may be drawn in favour of D.D.O., Ministry of Earth Sciences and it should be payable at New Delhi. In case of non-submission of tender fee, the firm will not be considered for technical evaluation.
- 6. The financial bids of the bidders, who have been found <u>technically qualified</u>, will be <u>opened at a later</u> date and the same will be intimated separately before opening, to the technically qualified bidders.

#### **TERMS & CONDITIONS**

- All services shall be performed by persons qualified and skilled in performing such services.
- 2. 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 shall be submitted by the service provider to the Ministry. The service provider will also ensure that the personnel deployed are medically fit and shall 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 has to provide the <a href="Photo Identity Cards to the persons employed">Photo Identity Cards to the persons employed</a> by him/her for carrying out the work. These cards are to be constantly displayed <a href="within the premises of this Ministry">within the premises of this Ministry & in case of loss of cards the person concerned will immediately report to their service providers as well as in charge of General Section of this Ministry.
- 4. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work.
- The Ministry may require the service provider to <u>dismiss or remove</u> from the site of work, any person or persons, employed by the service provider, who may be <u>incompetent</u> or for his/her/their <u>misconduct</u> and service provider shall forthwith comply with such directions.
- 6. The service provider shall <u>replace</u> immediately any of its personnel, if they are <u>unacceptable</u> to this Ministry because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct, upon receiving written notice from this Ministry.
- 7. This Ministry shall not be liable for any loss, damage, theft, burglary or robbery of <u>any</u> personal belongings, equipment or vehicles of the personnel of the service providers.
- 8. The service provider shall not assign, transfer, pledge or <u>sub contract</u> the performance or services without the prior written consent of this office.
- 9. The service provider's personnel shall <u>not divulge or disclose</u> to any person, any details of office, operational process,technicalknow-how, security arrangement administrative/organizational matters as all are of <u>confidential/secret nature</u> that can attract legal action.
- 10. That the persons deputed shall <u>not be below the age of 18 years</u> or should not be more than 50 years old and they shall not interfere with the duties of the employees of the Ministry.
- 11. The service provider's person shall not claim from Ministry of Earth Sciences <u>any benefit</u> /compensation/absorption/regularization of <u>services</u> with this Ministry under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. <u>Undertaking</u> from the person to this effect will be required to be submitted by the service provider to this office.

- 12. The firm/agency should be registered <u>under NCT of Delhi for deployment of manpower services.</u>
- 13. The person deployed shall <u>not claim any Master & Servant relationship with this Ministry.</u>
- 14. 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.
- 15. The service provider shall engage the suitable person as required by this Ministry 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. The contractor should not stop the payment of salary on account of delays in payment to the Contractor from this Ministry.
- 16. There shall be an increase in the minimum wages of the personnel provided by the service provider consequent upon any increase on such account <u>affected by Government of India/NCT of Delhi</u>. However, <u>service charge finalized</u> through Tender shall remain <u>fixed</u> throughout the currency of the contract.
- 17. 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, ESI, Service Tax etc. However, payments in respect of PF, ESI etc. or any such other statutory requirements to the successful contractor shall be made by MoES subject to furnishing of proof of such payments to the concerned authorities indicating the PF No.. ESI No./ESI card etc of the outsourced persons and details of service tax by the service provider 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.
- 18. The period of contract will initially be for a <u>period of one year</u> 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
- 19. Working hours will be of <u>8 ½ hours between 9.00 a.m. and 5.30 p.m.</u> including half an hour lunch break normally from 1.00 p.m. to 1.30 p.m. Actual amount per hour would be calculated for the personnel deployed on duty for any extra duty based on rates finalized which will be payable to the concerned personnel by the service provider.
- 20. The personnel may be required to work beyond office hours at times. They will be <u>paid</u> <u>extra</u> as per the rates approved by the office based on <u>per hour rate calculated by dividing per month rate by 160 (20 working days x8).</u>
- 21. The service provider will submit the bill in triplicate in the 1<sup>st</sup> week of following month for payment. The payment will be made after necessary deduction in terms of <u>non-permissible</u> absent of the manpower.
- 22. The service provider will provide the required <u>personnel for a shorter period also, in case of any exigencies</u> as per the requirement of this Ministry.
- 23. The service provider shall provide a substitute well in advanced if there is any probability of the person <u>leaving the job</u> 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.

- 24. If for any reason the personnel deployed by the service provider proceeds on leave, he/she should properly intimate the Controlling Officer and the Concerned Administration before such absence or in case Medical emergency on the first day of taking such leave 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 of Rs. 5000/- per day.
- 25. Payments to the service provider would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the records.
- 26. 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 provided.
- 27. An Earnest Money deposit of <u>Rs.1.0 lakhs (rupees one lakh only</u> 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 <u>award of contract</u> and the EMD of successful bidders will be <u>returned only after receiving of security deposit i.e. 5% of annual contract charges.</u>
- 28. Proforma for Technical Bid (Form I, III and IV) and Price Bid (Form IV) are enclosed.
- 29. The successful bidder must furnish a performance security deposit equivalent to 5% of annual contract charges which will be forfeited in case of any default on the part of Contractor. The Performance Security Deposit shall be in the form of DD/Fixed Deposit Receipt or Bank Guarantee from a Commercial Bank drawn in favour of DDO, Ministry of Earth Sciences, and payable at Delhi. The Performance Security shall be valid for a period of 60 days after the contractual obligations are over.
- 30. The successful bidder will be required to enter into contract agreement with the Ministry. 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 Ministry shall be forfeited. The successful bidder will be required to enter into contract/agreement with Ministry.
- 31. Ministry of Earth Sciences reserves the <u>right to cancel the contract at any stage</u> without assigning any reason.
- 32. On the <u>expiry of the agreement</u> as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their <u>dues</u>.
- 33. All disputes and differences arising out or in any way touching or concerning the contract shall be referred to the <u>sole arbitration</u> of any person nominated by the Secretary, MoES. There will be no objection to any such appointment that the <u>arbitrator so appointed is a Government servant</u>, 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 maters in dispute or differences. The award of the arbitrator so appointed shall be final and binding on the parties to the agreement. In case if any dispute is to be referred to the courts, the jurisdiction of the same shall be at Delhi.

#### **Eligibility Conditions**

The <u>service provider should have five years experience</u> of providing secretarial manpower to various Government Departments, public sector undertaking and Government autonomous organizations. Performance certificates (<u>last five years</u>) issued by their clients should be <u>attached.after self attesting by the service</u> providers.

The turnover of the firm/agency during last two years should <u>not be less than Rs.30 lakhs</u> (rupees thirty lakhs) each year from providing such manpower.

- I. The firm/agency should be registered with Service Tax Department.
- II. The firm/agency should have PAN No.
- III. The firm/agency must have Provident Fund Account No.
- IV. The firm/agency must be <u>registered</u> for deployment of manpower services under <u>NCT of Delhi.</u>
- V. The firm/agency must have ESI No.
- VI. The firm/agency <u>must mark serial page</u> number of their technical documents and put their authorized signature on each page
- VII. The firm should have an office in Delhi/NCR.
- IX. It should be in this business for at <u>least five(5) years</u>. The turnover of the company/firm during last two financial years should be <u>not less than Rs.30 lakh</u> (rupees thirty lakh) each year from providing such manpower.
- X. The agency should not be <u>blacklisted</u> 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.

#### **Selection Criteria**

The Technical Bids of the firms will be opened first and these will be examined with reference to the Minimum Eligibility Conditions. The financial Bids of only those Tenderers will be opened who qualifies the Technical Bid Criteria. Before opening of Financial Bids, the technically qualified Tenderers will be informed of the date & time for opening of their Financial Bids. The Bidder who qualifies the Minimum Eligibility Criteria and quotes lowest rate shall be awarded the Tender. In case more than one Tenderer quotes the lowest rates the Tender will be awarded to the firm which has more experience in the relevant field and have required infrastructure. The decision of the Tender Committee shall be final in this regard.

It may be noted that if any firm quotes 'NIL' charges/consideration as their Service Charge, the bid shall be treated as unresponsive and will not be considered. Further, the Admn./Service charges should be reasonable and these should not be notional.

#### **Important**

The firm which is awarded this Tender shall be required to pay at least the Minimum Wages (as per Minimum Wages prescribed by the Government of NCT of Delhi) to the personnel deployed in this Ministry. No deductions (as firm's charges), whatsoever, shall be made from the wages to be paid to these persons. Further, PF and ESI facilities are to be provided to these persons as per Government Rules & Instructions.

As regards the firms' charges (service charges) or any other administrative charges, these rates should be quoted in the Tender itself separately.

#### **CHECK LIST**

- Α. The following documents shall be placed in an envelope and it should be wax sealed and super-scribed, as "Technical Bid for Housekeeping Services in Ministry of Earth Sciences(Packet-I)".
  - 1. Duly completed tender form.
  - 2. Earnest Money Deposit (Demand Draft/Pay order of Rs.1.0 lakhs (Rupees one lakh Only) in favour of DDO, MoES.
  - 3. Notice Inviting Tender.
  - 4. Terms and Conditions of the Tender 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 (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. VAT/Sales tax registration certificate
  - 11. The details of the turnover for the financial year 2011-12 and 2012-13 should be furnished on their letter head duly signed by the authorized signature and should be verified by submitting the copy of Audited balance sheet, P&L A/c, Income Tax Returns

  - 12. Elsprés es no sider (si) as succession of the clients of the tender, (which should have minimum rating of satisfactory) during last five years 2008-09 to 2012-13and these 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 sealed envelope and it should be superscribed as "Financial Bid for outsourced manpower for secretariat assistance in Ministrry of Earth Sciences in MoES (Packet-II)".
  - Both separate wax sealed envelopes (Technical Bid in Packet-I and Financial Bid in Packet-II) may be placed in a single large envelope superscribed as "Tender for outsourced manpower for 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 comp	oleted tende	r form at Paç	ge No			
2.	Earnest	Money	Deposit Dt.	(Demand	Draft/Pay	Order	No.
		for Rs	.1.0 lakh in f	avour of DDO,	MoES) at Pag	e No	·
3.	Notice Invi	iting Tender	at page No.				
4.	Terms and Conditions of the Tender - page No						
5.		o III & V att at page Nos		the tender noti	ce have been	duly filled i	n and
6.	Registration	on No. of the	e Firm/Comp	any - attested	copy placed at	t page No	
7.	PAN card	of Firm/Con	npany – atte	sted copy place	ed at page		
8.	Provident Page		ount No. of	Firm/Compar	ny – attested	copy plac	ed at
9. 10. 11.	Sales tax in Details of Stenderer -	registration Turnover o placed at Pa	certificate f the Firm/co age No	d copy at Page ompany to be s _ tenderer in its	submitted in the	e letterhead	
12.			·		·	J	
13.	•	Work Orde	•	Tenderer clier	nts - attested	copy placed	from
14.	Attested c	opies perfo	rmance certi	ficate issued b age No			er, for
15.		Bid in Packe		age No	io raye		
						re of the Tervith Name &	
Place: Date:_							

#### **PROFORMA**

To,

The
Ministry of Earth Sciences
Prithvi Bhawan
Opposite India Habitat Centre Gate No.2
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 and do hereby express our interest to provide such services.

Corresponding Details;

	esponding Details,
1.	Name of the Company
2.	Address of the Company
3.	Name of 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 of the contract person
8.	Fax No. ( with STD code)

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

### Document forming part of the bid;

We have enclosed the following;

(i) Form II: Minimum Eligibility
 (ii) Form III: Prior Experience
 (iii) Form V: Declaration Letter
 (iv) Form IV: Financial Bid

(v) Earnest Money Deposit

(vi) Letter of authorization (in the name of the contact 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:

**Business Address:** 

S. No.			
1.	Name of the company		
2.	Year of Registration/Incorporation		
3.	Number of Employees as on March 31, 2014	ļ	
4.	Annual Turnover from providing manpower dulast 2 years	ıring	2012-13 2011-12
			Yours faithfully,
			(Signature of the Authorized Person)
	N	ame:	
Date;	D	esigna	ation:
Place:	S	eal:	

#### PRIOR EXPERIENCE

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

Name of the Ministry/Department/PSU/	
Agency, along with its address and details of	
contact person to whom Manpower was provided	
Type of manpower provided and their numbers;	
,	
Stenographers	
Typist/ Data Entry Operator	
Typica Bata Entry operator	
Multi TaskingStaff(MTS)/	'
Office Boys	
Office Boys	
(other, please specify)	
	Yours faithfully,
	(Signature of the Authorized Person)
	Name:
Date:	Designation:
Place:	Seal.

**Business Address:** 

#### PROFORMA FOR FINANCIAL BID

- 1. Name of the company, address etc.
- 2. Details of rate quoted

(figures may be written in 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

				able				
SI.	Designation	I	II					
No.								
				DE#	-01/0	. 01		T =
				PF/E	-SI/Ser	vice Charge	es etc.	Total
			Monthly Wages Rates not less than as per Minimum Wages Act, 1948	PF	ESI	SC Service Charges	ST (Service Tax)	(2)+(3)+(4)+(5)+(6)=
		(1)	(2)	(3)	(4)	(5)	(6)	(7)
1.	Stenographers	Graduate						
		Non Graduate						
2.	Typists/ Data Entry	Graduate						
	Operators	Non Graduate						
3.	Office Boy							

<sup>\*</sup>PF- Provident Fund shall be paid by the Service Provider as per Government rules.

Yours faithfully,

(Signature of the Authorized Person)

	Name:
Date;	Designation:
Place:	Seal:

**Business Address** 

<sup>\*</sup> ESI- Employees State Insurance- shall be paid by the Service Provider as per Govt. rules.

<sup>\*</sup> SC- Service Charge to be paid by MoES to the Service Provider.

<sup>\*</sup>ST- Service Tax- as applicable

# **DECLARATION**

Declaration Letter on Official Letter head stating the following;

Date; Place:

**Business Address:** 

(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) India.	We are not black-listed by any Central/ State Government/ Public Sector Undertaking in
	Yours faithfully
	(Signature of the Authorized Person)
	Name:

Designation: Seal:

# Checklist

Please of	complete the	form and er	nclose necess	ary document	s where requir	ed otherwise the	tender	will be
rejected								

Bid	particul	lars i	for $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$	Tend	er

1)	Name	of the	Bidder
----	------	--------	--------

1)	Name of the Bi	dder		
2)	Address of the I	Bidder		
Teleph	none :			
Fax:				
E-mail	,			
3).	Bidders proposa	al number and dated		
4.)	Name and Addre	ess of the Officer to who	om all references shall be mad	le regarding this tende
Teleph	none			
Fax:				
Telex	<b>α</b> :			
5) Ea	ırnest Money: yes	s/ No		
Bank Date	/ Demand Draft	Bank/ Demand Draft No.	Drawn on Bank	Bank
6) No	o. of years of Expe	erience ;		_

(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.

10) De	eclaration that the firm has never been black listed : yes/ No
11) PA	N No.; Yes/ No.
12) Cop	by of Trade Licence for outsourced services
13) I / V	VE 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
Witnes	s with signature
1)	Name & Address
2)	Name & Address

(Attached attested copies)