

Vigyan Bhawan Annexe,  
Maulana Azad Road,  
New Delhi - 110011.  
Dated 1<sup>st</sup> December, 2016.

**Notice Inviting Tender**

Sealed tenders on behalf of the President of India, are invited from reputed experienced and financially sound Manpower companies/firms/agencies for providing skilled General Officer Assistants to the Ministry of Development of North Eastern Region for a period of one year from the date of taking up of the job in pursuance of contract unless extended further by mutual consent of the Ministry and service provider, on the same terms and conditions. The present requirement is for 15 (Fifteen) persons. However, the number may be increased or decreased on the option of the Ministry.

2. Sealed quotations are required to be submitted in the prescribed format enclosed with this letter viz. **ANNEXURE-1** (Technical Bid) and **Annexure-II** (Financial Bid). Financial bids of only those bidders, who have been declared technically qualified, will be opened.

**3. Pre-qualification selection criteria:**

Firms fulfilling the following criteria will be eligible to submit tenders:-

- i) The firm should be a legal entity, eligible to enter into contract with the Ministry to provide services;
- ii) The firm should be registered with Service Tax Directorate, ESIC, Employees Provident Fund Commissioner office;
- iii) Bidder should have annual turnover of not less than Rs.50.00 lakh, for providing manpower to Ministry/Department, PSUs during the previous three financial years.
- iv) Total manpower outsourced to Ministry/Departments and PSUs during the previous three financial years should not be less than 50.
- v) The Earnest Money Deposit (EMD) of Rs.50,000/- , in the form of Demand Draft/Pay Order, drawn in favour of **DDO, DoNER, New Delhi** (refundable without interest), should accompany the Technical Bid.

.....2/-

**4. The eligibility criteria for General Office Assistants to be deployed by the successful bidder.**

Name of Post and consolidated remuneration	Age Limit	Education qualification	Experience
General Office Assistant (on contract basis)  Not less than minimum wages for Skilled worker (clerical) Delhi Govt. wages Act.	Not above 35 years as on 1.12.2016 but not below the age of 21 years.	Graduate Degree or equivalent from recognized University.  Certificate/Diplo ma course in Computer application from a recognized Institute or equivalent.	Minimum 2 years' experience as Office Assistant/ Data Entry Operator.  Knowledge in handling computer application, typing work in computer taking dictation in shorthand, diarizing movement of files, operating fax machines, proofreading documents, attending telephone calls keeping records of files and photocopying.

**5. Terms and Conditions governing supply of manpower are given in Annexure-III.**

**6. Documents required to be submitted along with Bids:**

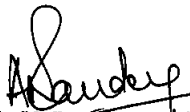
Photocopies of the following documents, self-attested and with seal of the Company/Firm, should be submitted along with the Technical Bid:-

- (a) Registration Certificate;
- (b) Copy of PAN Card;
- (c) Copy of the IT return filed for the last three financial years
- (d) Copies of the EPF and ESI certificates;
- (e) Copies of the Service Tax registration certificate;
- (f) Proof of 3 years' experience in providing manpower (along with total No.) to Government Ministries/ Department/PSUs;
- (g) Proof of registration of the Company/firm/agency it the appropriate registration authority for providing of manpower.

.....3/-

7. The Service charges will be primary criteria for evaluation of financial bids.

8. Sealed quotations complete in all respects, should be addressed to Under Secretary (Gen. Admin), Room No.281, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi - 110011 and deposited in the letter box of Ministry of Development of North Eastern Region, placed near Reception, Vigyan Bhawan Annexe, New Delhi - 110011 **on or before 16<sup>th</sup> December, 2016 upto 15:30 hrs.** Technical and Financial Bids should be submitted in separate sealed covers superscribed "Quotations of providing services of personnel for General Office Assistant". Bids shall be opened at 16.00 hrs. on same day in the presence of such bidders or their authorized representative as may wish to be personally present.

  
(A.K. Pandey) 01.12.2016

Under Secretary to the Govt. of India

Copy to:

- i) Notice Board.
- ii) All Ministries/Department of Government of India.
- iii) Web Manager, Ministry of Development of North Eastern Region for uploading tender notice on the Website of the Ministry.

**Technical Bid**  
**Application for providing General Office Assistant**

1. Name of Tendering Company/  
Firm/Agency \_\_\_\_\_
2. Name of Proprietor/Director of  
Company/Firm/Agency \_\_\_\_\_  
\_\_\_\_\_
3. Full address of Office with telephone  
Number/Fax number and E-mail  
Address. \_\_\_\_\_  
\_\_\_\_\_
4. PAN No. \_\_\_\_\_
5. Service Tax Number \_\_\_\_\_
6. EPF registration number \_\_\_\_\_
7. ESI registration number \_\_\_\_\_
8. Financial turnover of the Company/Firm/Agency during previous three financial  
years:-

<u>Financial year</u>	<u>Amount in lakh</u>	<u>Remarks, if any</u>
2013-14	_____	
2014-15	_____	
2015-16	_____	

9. Details of last three years experience in providing manpower with numbers to  
Government Department/PSU/MNC and Private Companies.

Name of Office	Category of Manpower	Duration of Contract amount Contract	of with of	Number of Person Deployed
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Date \_\_\_\_\_

Place \_\_\_\_\_

Signature of authorized  
Person(s) with seal

( \_\_\_\_\_ )

Seal

**Financial Bid**  
Application for providing General Office Assistant

Name of Company/Firm/ Agency\_\_\_\_\_

Sl.No	Category	Rates (in Rupees)
1.	Wage per person per month*	
2.	ESI	
3.	EPF	
4.	Service Tax	
5.	Service Charges	
	Total (S.No.1+2+3+4+5)	

\* i) Rates are to be quoted keeping in view the applicable minimum wages prescribed by Government of NCT of Delhi, under Minimum Wages Act, 1948. Rates quoted below the prevailing minimum wages shall be summarily rejected. Service charges quoted as Rupees 'ZERO' shall also be rejected.

( )  
 Full name and signature of authorized person with seal

**Terms and Conditions**

**General**

1. The contract shall commence from 12<sup>th</sup> January, 2017 shall continue till 11<sup>th</sup> January, 2018 unless it is curtailed or terminated by this Ministry owing to deficiency of services, sub-standard quality of General Office Assistants deployed breach of contract, reduction or creation of the General Office Assistants on the part of service provider etc.
2. The contract may be extended, on the same terms and conditions or with some addition/ deletion/ modification, for a further specific period mutually agreed upon by the successful service providing company/ firm/agency and Ministry of DoNER.
3. The contracting company/firms/agency shall not be allowed to transfer, assign pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent to this Ministry.
4. The Ministry of DoNER, at present, has requirement of 15 (Fifteen) number of General Office Assistant on urgent basis. The requirement of the Ministry may increase or decrease during the period of initial contract also and the tender would have to provide additional General Office Assistants, if required, on the same terms and conditions.
5. The service provider's will be bound by the details furnished by him/ her to this Ministry while submitting the tender or at subsequent stage. In case, any such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
6. The Ministry of DoNER reserves the right to terminate the contract during initial period also after giving a week notice to the contracting agency.
7. The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative/organizational matters as all are confidential/secret in nature.
8. The persons deputed should be between the age of 21-35 years and they shall not interface with the duties of the employees of the Ministry.
9. The Ministry may require the service provider to dismiss or remove from the site work any person or persons employed by the service provider who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel if they are unacceptable 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.
10. No wage/ remuneration will be paid to any staff for the days of absence from duty.

11. The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirements of this Ministry.

**Liabilities, control etc. of the persons deployed**

12. The service provider shall ensure that the individual General Office Assistants deployed in the Ministry of DoNER confirmed to the Technical qualification, age, educational and skill qualifications prescribed in the tender documents.

13. The Ministry of Development of North Eastern Region is a Central Government office and has five working days (i.e Monday to Friday) in a week from 9.00 AM to 5.30 PM with a lunch break of ½ (half) hr. from 1.00 to 1.30 PM. The General Office Assistants, however, may be required to attend the office on Saturday/Gazetted holiday (on prior intimation) for which he/she not be paid any additional wages as per MWA, 1948.

14. The service provider shall furnish the following documents in respect of the individual General Office Assistants who will be deployed by it in the Ministry before the commencement of work:-

- (a) List of persons deployed;
- (b) Bio- data of the persons;
- (c) Attested copy of date of birth (matriculation);
- (d) Certificate in respect of technical, educational and skill qualifications;
- (e) Character certificate from Gazetted Officers;
- (f) Certificate of verification of antecedents of persons by local police authority;
- (g) Identity cards bearing photographs.

15. The service provider's agency shall replace immediately its personal who is found unacceptable to this Ministry because of security risks, incompetence, conflict of interests, improper conduct etc. upon receiving a notice from this Ministry.

16. The persons deployed shall be required to report for duty sharp at 9.00 AM to Under Secretary (Gen. Admn.) and also at 5:30 PM before leaving the office.

17. The service provider shall depute a coordinator who would be responsible for immediate interaction with the Ministry so that optimal services of the persons deployed by the agency could be availed without any disruption.

18. The selected service provider shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damages @ 200/- per day on the service providing agency and will be deduct from the service provider's/agency.

19. For all intents and purpose the service provider shall be the "Employer" within the meaning of different labour legislations in respect of General Office Assistants so employed and deployed in this Ministry. The persons deployed by the agency in the Ministry shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Ministry.

20. The service provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The Ministry shall, in no way, be responsible for settlement of such issues whatsoever.

21. This Ministry shall not be responsible for any damages, losses claims, financial or other injury, to any person deployed by service providing agency in the course of their performing the functions/duties or for payment towards any compensation.

22. The service provider shall not claim any benefit/compensation/absorption/regularization of service from/ in this Ministry under the provision of industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) act, 1970. Undertakings from, the persons to this effect shall be required to be submitted by the service provider to this Ministry.

23. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have to claim for any absorption nor for any relaxation for absorption in the regular /otherwise capacity in the Ministry of DoNER.

**Legal**

24. The service provider will be responsible for compliance of all statutory provisions relating to minimum wages, provident fund and employees state insurance etc. in respect of the persons deployed by it in this Ministry.

25. The service provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to Ministry of DoNER to the concerned tax collection authorities from time to time, and as per extant rules and regulations on the matter.

26. The service provider shall maintain statutory registers under the applicable laws. The agency shall produce the same, on demand, to the concerned authority of this Ministry or any other authority under laws.

27. Tax Deducted at Source (TDS) shall be deducted as per the provision of the Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided to the agency by this Ministry.

28. In case, the service provider fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Ministry is put to any loss/ obligation monetary or otherwise, the Ministry will be entitled to get itself reimbursed out of the outstanding bills or the performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

29. In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Secretary, DoNER whose decision shall be binding on both the parties.



**Financial**

30. The successful **Service Provider** will have to deposit security amount of Rs. 50,000/- (Rupees fifty thousand only) in the form of fixed deposit receipt (FDR) made in the name of agency by hypothecated to the DDO, Ministry of DoNER, New Delhi covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful service provider.
31. In case of breach of any terms and condition attached to this contract, the performance security deposit of the agency will be liable to be forfeited by the Ministry beside annulment of the contract.
32. The service provider shall raise the bill in triplicate, along with attendance sheet (duly verified by Under Secretary (Admn.) / Section Officer (GA) in respect of the persons deployed and submit the same to the Section Officer (GA) in the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month. The payment to the GOAs should be made through A/C payee cheque, photocopies of the cheque and proof of receipts thereof by the worker will be submitted by the agency to this Ministry before the end of the month.
33. The service provider shall ensure payment to the deployed personnel as per Minimum Wages Act notified from time to time by the Govt. of NCT Delhi and any increase in wages shall be absorbed with effect from the following month of the notification.
34. The claims in bills regarding employee's states insurance, provident fund and service tax etc. should be necessarily accompanied with the documentary proof pertaining to the concerned bill. The amount pertaining to requisition portion / whole of the bill may be withheld until such proof is furnished, at the discretion of the Ministry. Further, for claiming reimbursement in respect of EPF and ESI contributions, photocopies of EPF account statement/ESIC card of every personnel are also required to be submitted.
35. The amount of pre-estimated agreed liquidated damages calculated @200/- per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency by the agency shall be deducted from the monthly bill of the service providing agency in the following month.
36. The Ministry of Development of North Eastern Region reserves the right to withdraw / relax of the terms and conditions mentioned above so as to overcome the problems, if any, encountered by the contracting parties.

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