

File No. G-12022/1/2014-General  
Government of India  
Ministry of Drinking Water & Sanitation  
8<sup>th</sup> floor, Paryavaran Bhawan, CGO Complex, Lodhi Road,  
New Delhi- 110003

\*\*\*

Dated: - December 3, 2015

Subject: - Outsourcing of services of Data Entry Operators and Office Assistants in the Ministry of Drinking Water & Sanitation.

The Ministry of Drinking Water & Sanitation invites Expression of Interest (EOI) from experienced and reputed manpower supplying firms/ agencies / companies for outsourcing of 42 Nos. (Approximate) Data Entry Data Entry Operators and Office Assistants under following criteria:-

S. No.	Name of Post	Education Qualification and experience
1.	Office Assistant	<ul style="list-style-type: none"> <li>• Graduate from recognized Board or University with good command over English and Hindi</li> <li>• Well conversant with computers and particularly well trained in MS word and MS Excel language and MS power point.</li> <li>• At least 2-4yrs work experience</li> <li>• Capacity to analyse and make written notes.</li> <li>• Typing Speed English (35wpm) Hindi (30wpm)</li> </ul> Knowledge of E-office
2.	Data Entry Operator	<ul style="list-style-type: none"> <li>• 12<sup>th</sup> Class pass or equivalent qualification from recognize Board or University</li> <li>• A typing speed of 35w.p.m in English and well conversant with computers and essentially well trained in MS Word and MS Excel language and also desirable possess knowledge of Scan functioning and MS power point packages / languages.</li> <li>• Typing Speed English (35wpm) Hindi (30wpm)</li> </ul> Knowledge of E-office
3.	Minimum age in all categories	Not below 18years and maximum 60yrs. in all categories
4.	Number of persons required	The number of persons required against each categories indicated above may vary as per requirement.
5.	Period	12 months
6.	Period within which the manpower is to be supplied	Within 7 days of award of contract



2. The initial period of contract would be for a period of one year extendable upto a further period of one year on satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the Competent Authority.
3. Service Charges / Administrative Charges / any other charges quoted by the firm / agency / company would be fixed for the entire period of contract and any statutory increase in wages etc. is to be absorbed by the firm / agency.
4. The manpower will have to be supplied by the firm / agency within 7 days of award of contract.
5. The Terms and Conditions of the contract are as contained in Annexure -B. Please submit your EOI / rates only if you are in a position to furnish the requisite services in accordance with the conditions / requirements stated in the attached schedules.
6. Only such agencies which fulfill the minimum criteria laid down in (Annexure - A) and are willing to accept the terms mentioned in Annexure-B unconditionally, may submit their EOI.
7. Though rates will be sought for the two categories of OA's / DEO's separately, the work will be awarded on the basis of average of per unit cost of each of the two categories.
8. An earnest money deposit of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) in form of Demand Draft Drawn in favour of the Pay & Account Officer, Ministry of Drinking Water & Sanitation, New Delhi may be submitted along with the EOI, failing which the EOI shall not be considered valid.



9. The EOI should be accompanied by the following documents:-

- a) The proforma at Annexure -C (Part- I & II) duly filled in.
- b) Form / Agency profile, including previous experience of manpower supply to Government Ministry / Department (enclose valid documents in support).
- c) Acceptance of terms and conditions at Annexure- B (All pages duly signed and stamped)
- d) Demand Draft for earnest money deposit.
- e) All other documents required in support of Eligibility Conditions laid down in annexure- A

10. The EOI documents shall be submitted in a sealed envelopes superscribed "EOI for supply of Outsourcing Staff" addressed to the Under Secretary (Admn), Ministry of Drinking Water & Sanitation, 8<sup>th</sup> floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi-1100 03 by post or by hand to delivered latest by 3:00 PM 22<sup>nd</sup> December, 2015. EOI documents one submitted will not be allowed to be modified subsequently. No firm / addition / deletion in the EOI documents shall require. Unilateral withdrawal of EOI will result in the forfeiture of EMD. However, Ministry of Drinking Water & Sanitation reserves the right to seek clarifications to all or any of the points mentioned in the EOI document. Such clarifications would need to be submitted in writing, as it shall form an integral part of the tender. No objection/ representation will be entertained against the same from other firms / agencies.

11. A pre bid conference will be called by Ministry for discussing the requirements relating to quality of outsourcing personnel and other terms and conditions of contract before inviting financial bids. Ministry at its discretion may short list the agencies on the basis of EOI documents for extending invitation for the pre bid conference. The decision of Joint Secretary (Admn), Ministry of Drinking Water & Sanitation relating to criterion adopted for short-listing of agencies will be final and no representation against the same will be entertained.

12. In case of more than one L 1 bids, Joint Secretary (Admn), Ministry of Drinking Water & Sanitation may set up a committee to finalize the award of tender on basis of other criterion including but not limited to, annual turnover, experience of supplying manpower to Central Government offices etc. The decision of Joint Secretary (Admn),



Ministry of Drinking Water & Sanitation shall be final and binding on all bidders. Acceptance of all bids will necessarily be subject to this condition.

13. Ministry of Drinking Water & Sanitation reserve the right to change any bid condition even after inviting the bids, with / without prior notification. MDWS reserve the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior or awarding the Contracts, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such decision.

14. All correspondence should be addressed to: Under Secretary (Admn), Ministry of Drinking Water & Sanitation, 8<sup>th</sup> floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi- 110003.



**(S. Sanyal)**  
**Under Secretary to the Govt. of India**  
Tel: - 24368612

Annexure- AEligibility Criterion

S. No.	Description	Page No.
1.	The bidder should have had average annual financial turnover of Rs. 1.00 Crore during the each of the last three years.	
2.	The bidder should submit a solvency certificate from a Scheduled Bank for an amount not less than Rs. 1.00 Crore.	
3.	The bidder should have experience of having executed / completed supply of manpower for carrying out various jobs and providing assistance in various offices during the last 5 years in Government, PSU, to the satisfaction of the contracting organization anywhere in India. The bidder must submit work done certificate from the clients. The work done certificate should mentioned the details of work executed, the value of the work done, the date of commencement and date of work. <b><u>Copy of the work order and /or self-certified certificate will not be accepted as certificate of experience.</u></b> If any documents other than certificate of experience is produced, such documents will not be accepted. Tenders not accompanied by certificate of experience issued by the client Department / Organization/ Institute will be disqualified.	
4.	The bidder must be having a PAN. An attested copy of PAN card of the Agency shall be submitted.	
5.	The bidder shall have all the statutory compliances and licenses required for undertaking the above work under the Contract Labour (Regulation & Abolition) Act and he should submit the proof of the same. The bidder should possess the certificate or Registration / license under ESIC Act and EPFO Act, etc., and comply with all relevant laws & statutory requirements.	
6.	The bidder should submit an affidavit, in original, duly certified by a Notary to the effect that there is no police case / vigilance enquiry	

	pending against the partners of the firm or sole Proprietor or company, as the case may be, and that none have even been punished by any Court of Law.	
7.	An affidavit, in original, duly certified by a Notary to the effect that the partners of the Agency or sole Proprietor or Company, as the case may be, have never been black listed is required to be submitted.	
8.	Income Tax returns of last five years duly certified by the Chartered Accountant are required to be submitted.	
9.	Balance Sheets of the firm for last five years duly certified by the Chartered Accountant are required to be submitted.	
10.	The bidder should be registered with the service tax department and should be having a valid Service Tax Registration number.	
11.	Successful tenderer will have to enter into a detailed contract agreement with MDWS on Non-judicial stamp paper of Rs. 100/- (Rupees One Hundred only) for work.	
12.	Documents in support of the entire above are required to be submitted along-with the EOI.	

\*\*\*



Annexure -B

TERMS AND CONDITIONS

1. The bidder shall go through all instructions, forms, terms, conditions and specifications in the bidding documents carefully. Failure to furnish any / all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid. The bids are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the schedules to the tenders are not fully filled in.
2. Individual signing the tenders or other documents connected with the contract may specify whether he signs it in the capacity of (i) sole proprietor of the firm or constituted attorney of such sole proprietor or (ii) a partner of the firm in the case of partnership in partnership whether by virtue of the partnership agreement or power of attorney or (iii) constituted attorney of the firm if it is a company.
3. In case of partnership firms, where no authority have been given to any partner to execute the contract / agreement concerning the business of the partnership, the tenders and all other related documents must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to have the authority to do so. If it is found, on enquiry, that the person have no authority to do so, the Ministry shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the schedules to the tender and annexure (s), if any, should be signed by the tenderer.
4. Ministry reserve the right to accept or reject any or all the tenders without assigning any reasons whatsoever and decision of the Joint Secretary (Admn) in this matter shall be final and binding. Disputes arising, if any, on the contract will be settled at his level by mutual consultation and in case of failure or settlement dispute shall be referred to the sole arbitrator to be appointed by the Joint Secretary (Admn). The decision of the sole arbitrator



so appointed shall be final and binding on the parties. Arbitration proceeding shall be governed by the Arbitration & Conciliations Act 1996 as amended from time to time.

5. The Financial bids shall be accompanied with earnest money deposit of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) in the form of demand draft payable the Pay & Account Officer, Ministry of Drinking Water & Sanitation, New Delhi. The bids not accompanied by the EMD will be rejected outright.
6. After submission of the tender, the bidder shall not resile from his offer or modify the terms and conditions thereof. If the bidder fails to observe and comply with this stipulation, the aforesaid amount of EMD will be forfeited by the Ministry. The EMD of un-successful bidder may be returned to them within a period of 45 days on the date of award of the contract.
7. **The conditions offer(s) shall, in no case, be accepted.**
8. No subletting of contract will be permitted. The contract is liable to be cancelled forthwith if subletting is noticed.
9. The Tender shall be kept open for acceptance by Ministry upto 120 days from the date of opening.
10. The bidder is at liberty to be present or to authorize a representative to be present at the time of opening of the bids. The name and address of the representative who would be attending the opening of the bids on his behalf should be indicated in the tender. Name and address of permanent representative of the bidder, if any, many also be indicated.
11. The contract shall normally be awarded for a period of one year from the date of award and extendable for one more year on mutual understanding and subject to satisfactory performance by the contractor. The Ministry in its capacity as Principal Employer, reserve the right to modify any of the terms and conditions, at its discretion, in the interest of the job / work. The agreement is terminable with one calendar month's notice by Ministry and three calendar month's notice by the contractor. Part of the month will be ignored for the purpose of notice.





12. The contract shall, however, be reviewed on quarterly basis for its continuation or otherwise keeping in view of the performance of the firm over a period of previous three months. However, if any glaring shortcomings or deficiencies are noticed during the month preceding three monthly periods, the contract can be terminated giving a one month's notice.
13. The amount quoted shall be in Indian rupees and to be written both in figure and word and there shall be no correction or overtyping etc. The offers with any correction / deviation in prices either in words / figures shall be summarily ignored.
14. The rates should be quoted for one calendar month for supply of outsourced workers under each category separately. The rates quoted shall be in whole rupees and exclusive of service charges and service tax which should be shown separately.
15. **THE CONTRACTOR IS ENTITLED TO KEEP WITH IT ONLY THE CONTRACTOR'S ADMINISTRATIVE / SERVICES CHARGES. THE CONTRACTOR SHALL NOT CHARGE THE PERSONS DEPLOYED OR PROPOSED TO BE DEPLOYED WITH THIS MINISTRY ANY MONEY IN ANY NAME IN ANY FORM. ANY COMPLAINT AGAINST THE CONTRACTOR IN THIS REGARD BEFORE (I.E. AFTER SELECTION OF L-1) OR AFTER AWARDING THE CONTRACT WILL BE VIEWED VERY SERIOUSLY AND THE CONTRACT WOULD BE CANCELLED WITH FORFEITURE OF THE SECURITY AND BLACKLISTING OF THE CONTRACTOR.**
16. The rates quoted must include the compulsory contributions of Employees Provident Fund, Employees State Insurance and all such mandatory contributions compulsorily enforceable under the Labour law and Rules of the Central and the Government of NCR of Delhi.



17. The rates will be sought for the two categories of OA's /DEO's separately, the work will be awarded on the basis of average of per unit cost of each of the two categories.
18. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' charges / consideration or quoting an amount which in the opinion of the competent authority in MDWS is so low with respect to the work / expenditure involved that the bidders cannot be trusted to provide the services at such costs for the full period of contract, shall be treated as unresponsive and will not be considered.
19. The contract shall normally be awarded to the lowest evaluated bidder meeting all the terms and conditions of the tender essentially the contract relating to availability of requisite infrastructure / facilities. MDWS however does not bind itself to accept / award tender to the lowest evaluated bidder. The final decision lies with MDWS and no reason shall be furnished for the above decision.
20. On award of contract the bidder will have to submit an undertaking in the prescribed proforma on a non-judicial stamp paper of Rs. 10/- that he will abide by the above terms and conditions.
21. If a bidder does not accept the offer, after issue of the letter of award by MDWS within 07 (seven) days, the offer made shall be deemed to be withdrawn without any notice and the earnest money will be forfeited.
22. The successful bidder will have deposit an amount of Rs. 10,00,000/- (Rupees Ten Lakhs only) towards performance Guarantee (Security Deposit) within 5 days from the date of receipt of communications regarding acceptance of tender. The EMDs of Rs. 1,50,000/- already deposited along-with financial bids and EOI respectively will form part of the security deposit and the remaining Rs. 8,50,000/- shall be furnished within the



above mentioned 5 days period. In the event of failure to deposit the said amount the earnest money already submitted may be forfeited. No interest /charges on deposit of Rs. 10,00,000/- shall be paid by the MDWS to the renderer.

23. Minimum monthly wages to be paid to the contractual manpower shall be regulated in accordance with the directions of Ministry of Labour & Employment O.M. No. 14(113) Misc. RLD (Cord)/ 2012 dated 23.01.2013. The Contractor will be reimbursed for the payment of remuneration to each person at the rates detailed in the Offer form (Annexure -C) plus Service Charges and Service Tax. The tendering agency shall be responsible for compliance of all statutory provisions relating to minimum wages. EPF & ESI in respect of personnel deployed by it is MDWS. All such statutory requirements must be carefully considered / incorporated while quoting the rates. The escalation clause towards payments to the engaged manpower shall not be accepted on any ground during the initial period of contract.

24. The salary shall be disbursed to the workers through RTGS.

25. The contracting agency shall ensure payment of salary by 7<sup>th</sup> of the succeeding month without uninitiated or unknown deductions.

26. The contracting agency shall submit its invoice in duplicate after making payment to the employees supported by the following documents irrespective of release of payment to the agency:

- i. Details of disbursement including the amount to be received from the MDWS in respect of each work, amount deducted towards employee's contributions and the net amount paid to the workers along with payment details.
- ii. Documentary proof of payment EPF and ESI subscriptions recovered from the workers together with the details of amounts paid in respect of workers.



- iii. Documentary proof of payments towards service tax etc.
27. The contractor shall ensure that all statutory dues such as EPF/ ESI etc. as applicable under any law, rule or notification of Government of India / State Govt. are paid well in time.
28. It shall be sole responsibility of the Tenderer to abide by the provisions of the following Acts for engaging the workers.
- a) Employment of Children Act;
  - b) Workmen Compensation act;
  - c) Employment of labour/ contract labour act;
  - d) Industrial employment act;
  - e) Minimum wages act;
  - f) Employee Provident Fund Act;
  - g) Employees State Insurance Act;
  - h) Any other Act or legislation as may be in force from time to time.
- Non adherence of any of the Statutory Acts will result in disqualification at the cost of the bidder.
29. The contractor shall be liable for depositing all taxes, leaves, cess etc., on account of service rendered by it to the MDWS to the concerned tax collection authorities from, time to time as per extant rules and regulations on the matters.
30. Payment in settlement of the bills will be subject to the deductions of income tax at applicable rates under TDS.
31. MDWS shall have no liability, financial or otherwise, for any harm / damage. Injury caused to the worker / machinery deployed by the firm and in the course of performing work of the Directorate for compensation or financial assistance on this account. If any dispute arises between the firm and its manpower in the matter of wages or any service conditions the same will be settled by the agency and the workers engaged by it themselves. MDWS in no case shall be a party to such a dispute.
32. The personnel deployed shall not claim any Master and Servant or employer-employee relationship with this Ministry. In other words, it should be made clear to the manpower so deployed by the successful bidder as per the



- tender that no employer/worker/employee/relationship is established between the Ministry or the Govt. of India and workers by virtue of such deployment and no claims for temporary or permanent employment in Govt. service shall be entertained from any or group of such workers.
33. In case of termination of the contract on its expiry or otherwise, the personnel deployed by the service provider shall not be entitled to or have a claim for absorption in regular / any other capacity in MDWS.
34. The Contracting Agency will ensure that employees are medically fit and free any communicable diseases.
35. The contracting agency shall be solely responsible for the redressal of grievances / resolution of disputes related to personnel deployed by it and the MDWS shall in no way be responsible for settlement of such issues whatsoever.
36. The contractor will furnish to MDWS the full particulars of the personnel sponsored, telephone number etc. and will also ensure the verification of the antecedents of such personnel from their ex-employer and ensure that they possess the requisite academic qualifications and experience for rendering the requisite service to the MDWS.
37. The Contractor or the work shall not misuse the premise allotted them for any purpose other than for which the contract is awarded.
38. The contractor shall ensure that the workers are punctual and alert and vigilant in performance of their duties. The contractor shall engage physically fit persons.
39. The personnel provided shall be under the direct control and supervision of the given on day to day basis, by the officer(s) authorized by MDWS for time to time. They will be bound by the office timings, duty, placement, locations etc. as decided by MDWS.
40. The office timing for the outsourcing worker is 9:00AM to 5:30PM with lunch break from 1:00PM to 1:30PM. However MDWS reserve the right to deploy the contractual staff on duty on weekends and holidays as also beyond office hours on requirements. No extra payment will be made to the contractor on this account. Any payment required to be made by the



contractor to the workers for the above shall be absorbed by the contractor.

41. The persons deployed shall be available in the premises throughout the working time on all work days.
42. The contractor shall take all precautions to prevent any unlawful acts or disorderly conduct of his workers deployed in the Ministry for the preservation of peace and protection of persons and property.
43. The damage caused, if any to Govt's property through the acts of the contractor or its employees shall be made good by the Agency and the decision of MDWS in this regard shall be final and binding.
44. In case of any loss, theft / sabotage caused by / attributable to the personnel deployed by the Contractor, MDWS reserve the right to claim / recover damage from the Contractor.
45. Whenever and wherever it's found that the work is not up to the mark and any section, it will be brought to the notice of the Contractor by MDWS and if no action is taken within one working day, an amount of Rs. 1500/- will be leveled as liquidated damages per day.
46. In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by MDWS besides annulment of agreement.
47. In case of default / inordinate delay in payment to the outsourced workers by the Agency, Ministry of Drinking Water & Sanitation reserves the right to make alternative arrangement through available sources and shall recover the entire cost and penalty charges after adding 10% administrative cost from the contractor and its shall be unconditionally binding on him. The amount can be recovered from any amount due to the contractor whether against this order or from any other order or from EMD or security deposit or retention money.
48. If any provision / terms of this document is held invalid or otherwise unenforceable, the enforceability of the remaining provisions / terms of the documents will not be impaired thereby.



49. If any term of this document is conflicting then whichever is beneficial to MDWS shall prevail and it shall be acceptable unconditionally to the service provider.

50. The terms and conditions as stipulated herein shall be part of the agreement.



(S.Sanyal)

Under Secretary to the Govt. of India

Schedule

Part-I

Name of the Firm / Agency

1. Full address with e-mail and Telephone No.
2. Constitution of firm / Agency (Attached copy)
  - (i) Indian Company Act, 1956
  - (ii) Indian Partnership Act, 1932 (Please give name of partners)
  - (iii) Any other Act.
3.
  - i) For partnership firms whether registered under the Indian partnership Act, 1932, please state further whether by the partnership agreement to arbitration has been conferred on the partner who has signed the tender.
  - ii) If the answer to the above is in negative. Whether there is any general power of attorney executed by the partners of the firm authorizing the partner who has signed the tenders to refer dispute condemning business of the partnership to arbitration.
  - iii) If the answer to point (i) and (ii) above is affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.
  - iv) Name, address, Telephone No., email of the proprietor / partner of the Agency / firm or if it is a copy, the same details of the Director(s) of the company.
4. Name and full address of the your banker:
5. Your permanent income tax No. /Circle/ Ward (Copies of PAN / TAN and Service Tax registration)
6. Date of establishment of the agency / firm/ company \*(ISO Certificate Copy)
7. Whether registered with all concerned Govt. authorized (EPF /ESI etc.) and having license under Contract labour (Regulation & Abolition), Act. (Copies of all certificates of registration to be enclosed.)
8. Any other relevant information:





Part -II

9. Earnest money deposited : Yes / No (Write draft No. date / Issuing bank details)

Part -III

10. Name and address of the firm's representative and whether the firm would be representing at the opening of the tenders,

11. Name of the permanent representative to be visiting MDWS New Delhi regarding the contract.

Date:- \_\_\_\_\_

Place: \_\_\_\_\_

Authorized Signatory

Please add supplementary pages to be numbered wherever needed by the Tenderer.



