

No. A-11013/3/2007/DWS-II (Part)  
Government of India  
Ministry of Rural Development  
Department of Drinking Water Supply

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8<sup>th</sup> Floor, Paryavaran Bhawan,  
CGO Complex, Lodi Road,  
New Delhi-110003

Dated the: 11<sup>th</sup> February, 2008

To

Subject : Quotation for award of contract for providing **Messengers / Safaikarmchari/ Daftry / Office Boy** for a period of One year – regarding

Sir,

I am directed to state that this Department is interested in having a contractual arrangement with a suitable placement agency for providing the services of some **Messengers/Safaikarmchari/Daftry/Office Boy** on contract basis for day-to-day official work. The details of such engagement and the general terms and conditions are as under :

Sl.No.	Name of the Post/No. of posts	Educational / other qualifications	Skill qualification
1.	<b>Messengers / Safaikarmchari/ Daftry / Office Boy</b>	VIIIth Standard or more (preference would be given to matriculate)	Should know cycle riding.

2. Age: Not exceeding 30 years for all the posts.

3. Period: Approximately for one year.

4. Security considerations:

The persons supplied by the agency should not have 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.

5. Period within which the manpower is to be supplied: Within 15 days of award of contact.

6. Terms and Conditions  
As at **Annexure-I**

7. The tenderer will fill up the technical information wherever required and consist of rates inclusive of charges/service tax etc. , based on minimum wages payable to skilled workers under the minimum wages act.

8. The quotation should be accompanied by earnest money deposit of Rs.10,000/- in the form of bank draft payable to the Pay and Accts. Officer, Ministry of Rural Development, New Delhi. The tender received without EMD will be rejected summarily. The EMD is returnable to the bidders after award of the contract. The successful tenderer will have to submit Performance Security Equivalent to 10% of the amount payable per month which will be forfeited in case the supply of manpower is delayed beyond the stipulated period indicated or frequent absence from duty/misconduct on the part of manpower supplied by the agency. The amount will be payable through bank draft/bank guarantee/fixed deposit receipt drawn in favour of Ministry of RD, Krishi Bhawan, New Delhi. The validity of the bank draft shall be upto 60 days after the period of the contract.

9. **It may be clearly indicated in the rates quoted that the service tax is included/excluded.** The quotation must reach in sealed cover to the undersigned by **28-02-2008 at 4.00 pm, Room No. 1, 8<sup>th</sup> Floor, D/o Drinking Water Supply, Paryavaran Bhawan, CGO Complex, New Delhi.** The tender will be opened on the same day at **5.00 pm** in the presence of the tenderers who may wish to participate.

10. **The complete information and the past record of the firm and the quotation may be sent in a soft copy / CD/ Pen Drive in variably**

Yours faithfully,

Encl : As stated

(S.K. Verma)  
Under Secretary to the Govt. of India  
Telefax : 24364780  
e-mail : [sk.verma@nic.in](mailto:sk.verma@nic.in)

Source : <http://ddws.gov.in>

**Terms and Conditions**

- a) 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 may be incompetent or may not conduct himself/herself properly and service provider shall forthwith comply with such requirements.
- b) The service provider has to provide the Photo Identity Card to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- c) All service shall be performed by persons qualified and skilled in performing such services.
- d) The Service provider shall replaced 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.
- e) 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 provider.
- f) 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.
- g) The service provider shall not assign, transfer, pledge or sub contract the performance of service without the prior written consent of this office.
- h) 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.
- i) The service provider's person shall not claim any benefit/ compensation/ absorption/ regularization of service 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.
- j) The person deployed shall not claim any Master & Servant relationship against this office.
- k) The person deployed shall ensure deployment of suitable persons from proper background after investigation by the local police, collecting proofs of identity like driving license, bank account details, pervious work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request. The character and antecedents of each personnel of the service provider will be got verified by the service provider through Police/ District authorities before their deployment and a certification to this effect submitted to the Ministry.

- l) The service provider shall ensure proper contract of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- m) The service provider shall engage the necessary person as required by our office from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month. There is no Master & Servant relationship between the employees of the service provider and the Purchase (Office). Further, the said person of the service provider shall not claim any absorption.
- n) The transportation, food, medical and other statutory requirement in respect of each personnel of the service provider will be the responsibility of the service provider.
- o) Working hours would be normally 8 ½ hours per day including half hour lunch break between 9.00am to 5.30pm during working days. However, the concerned person may have to work beyond office hours if, there is any urgency.
- p) The personnel may be called on Saturday, Sunday and other gazette holiday, if required. They may be paid extra as per the rates approved by the office.
- q) The service provider will provide will submit the bill in triplicate in the 2<sup>nd</sup> week of the month. The payment will be released by the 1<sup>st</sup> week of the following month.
- r) 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.
- s) The service provider shall provide a substitute well in advance 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. The Service provider shall be responsible for contribution towards provident fund and employees state insurance, wherever applicable.
- t) Payment to the service provider would be strictly on certification by the officer, with whom the concerned person is attached, that his services were satisfactory and attendance as per the bill preferred by the service provider. The agency's workers will work under the overall supervision and direction of the authorized officer of the Department.
- u) The service provider shall be contactable at all times and message sent by e-mail /fax/ special messengers from Ministry to the service provider shall be acknowledged immediately on receipt on the same day.
- v) The agency should be registered with the concerned Govt. Authorities, i.e., Labour Commissioner, Provident fund authorities, employees State insurance corporation etc., and a copy of registration should be submitted

- w) The agency should submit its PAN and sales tax registration Number,
- x) Escalation clause shall not be accepted on any grounds during the period the contract is in force.
- y) The award of the Contract will be subject to the fulfillment of the conditions laid down in Rules 157, 158 and 160 of GFR, 2005 as amended from time to time.
- z) Any dispute arising out of the contract will be settled within the jurisdiction of Delhi Court.

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