

By Speed Post

F.No.A-14011/1 /2010-Adm.
Government of India
Ministry of Rural Development
Department of Drinking Water & Sanitation

6th Floor, Block-11,
CGO Complex, Lodhi Road,
New Delhi,

Dated the 21st July, 2010

To

(As per List 10 Nos.)

Subject: Tender Notice for Outsourcing of Services of Peons,
Sir,

I am directed to say that the Department of Drinking Water & Sanitation requires the services of four Peons for day-to-day functioning of the department and invites tenders from the Service provider agencies.

The instructions to the bidders are at Annexure-I
The Technical requirements are at Annexure-II
Quotation of Price proforma is at Annexure-III
The Terms and Conditions of Engagement of the Agency for providing the personnel are at Annexure-IV.


You are requested to send your bid proposals accordingly. A tender notice in this regard is also hosted on the website of the department

Yours faithfully,


(K NARAYANA REDDY)

UNDER SECRETARY TO GOVERNMENT OF INDIA

Copy to :

 The Technical Director (NIC) for hosting the tender notice on Department's website www.ddws.nic.in (soft copy of the letter attached)

F.No.A-14011/1 /2010-Adm.
Government of India
Ministry of Rural Development
Department of Drinking Water & Sanitation

6th Floor, Block-11,
CGO Complex, Lodhi Road,
New Delhi,

Dated the 21st July, 2010

TENDER NOTICE

Subject:- Outsourcing of Peons on contract Basis

Department of Drinking Water & Sanitation requires the services of Personnel of various categories for day-to-day functioning of the department and invites tenders from the Service provider agencies.

The instructions to the bidders are at Annexure-I
The Technical requirements are at Annexure-II
The Quotation of Price requirement proforma is at Annexure-III
The Terms and Conditions of Engagement of the Agency for providing the personnel are at Annexure-IV.

Bid proposals are invited accordingly from the reputed agencies having the requisite qualifications for participating in the Tender.


(K NARAYANA REDDY)
UNDER SECRETARY TO GOVERNMENT OF INDIA

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F.No. A-14011/1/2010-Adm.
Government of India
Ministry of Rural Development
Department of Drinking Water & Sanitation

6th Floor 11th Block,
CGO Complex, Lodhi Road,
New Delhi,
Dated the 21st July, 2010

INSTRUCTIONS TO THE BIDDERS

Department of Drinking Water & Sanitation invites sealed tenders from well established reputed firms/registered Service Providers for providing four Peons on contract basis. The number shall vary depending upon the actual requirement of the Department from time to time.

TENDER REFERENCE : No. A-14011/1 /2010-Adm
TENDER DATE : 21st July, 2010
CLOSING DATE & TIME : 2nd August, 2010 at 3:00 PM
OPENING DATE & TIME : 2nd August, 2010 at 4:00 PM

2. The bid will be opened by a Tender Committee in the office of Under Secretary (Admn.), Department of Drinking Water & Sanitation, 6th Floor, Block 11, CGO Complex, New Delhi-110003 in the presence of the participating bidders.

3. The service Providers shall provide the required manpower within a period of one week from the date of placement of the order by the Department. Selection of the candidates will be on merit. Interview and Skill Test will be the only criteria of selection of the Candidates.

4. The Service Providers should have sufficient experience of providing manpower to various Government Departments, Public Sector Undertakings and Government Autonomous organizations.

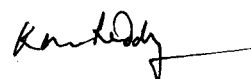
5. Eligibility:

(i) Age : The candidates deployed by the service provider should not be less than 18 years of age and of more than 30 years of age.

(ii) Educational Qualification for Peons

- (a) Matriculation or its equivalent
- (b) Should be able to read Hindi and English.

Note:- Candidates having two years experience in the related field would be preferred.



6. Period: The period of contract will be initially for six months extendable at the discretion of the department, depending upon the requirements as well as the performance of the persons deployed and the Service Providers.

7. The Department will not be bound to accept the lowest tender and reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever. For interview and skill test the Service Provider has to send a list of candidates five times of the requirements (5x1) within a week's time from the date of placement of the requisition.

8. Place of Duty, Working Hours and Punctuality:

8.1 The Department is mainly housed in Paryavaran Bhawan and Block 11, CGO Complex, Lodhi Road, New Delhi-110003 and at Krishi Bhavan and Nirman Bhavan. The personnel so deployed shall have to report for duty at the above places as per deployment.

8.2 The normal working hours of the peons deployed shall be from 09.00 A.M. to 05.30 P.M. with lunch break from 1.00 PM to 1.30 PM (extendable upto 06.30 p.m. without any extra payment) on all Government of India working days in New Delhi. Notwithstanding this, the department will have discretion to change the normal working hours of some or all of the personnel deployed under intimation to the service provider.

8.3 The manpower so deployed shall have to adhere to the punctuality strictly. Late arrivals, early departures and short leaves shall not be permitted.

8.4 If need arises, the persons shall have to sit late or come early or attend the Office even on Saturday/Sunday/Gazetted Holiday (as per work requirements).

8.5 For late sitting (after 06.30 p.m.) or attending the office on Saturday/Sunday/Gazetted Holiday extra remuneration for the complete extra hour shall have to be paid by the Service Provider to the employee on pro-rata basis, which may be billed to the Department by the Service Provider. Extra payment on account of working on holidays or after normal duty hours may be billed separately and the extra payment to the Peon be made only after payment is received from the department.

9. Security Considerations: The persons provided 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.

10. Criteria for qualification of the Service Providers for consideration of the tender :

The following criteria shall be applied for qualification of the Service providers

- a) The firm should have an office in Delhi/NCR.
- b) The firm should be registered with Service Tax Department.

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c) Financial worthiness and competence with turnover of not less than Rs. 5 lakhs along with Income Tax Clearance Certificate, PAN/ST/TIN / VAT No., EPF Registration, annual report (Balance sheet & P/L A/c.) for the last 3 years.

d) Past experience and Performance on similar work done for the Government of India Departments/ Government Bodies/PSUs for last 3 (three) years (copy of work orders and Performance Certificate to be enclosed).

11. Earnest money (EMD): Rs.5,000/- (Rs. Five thousand only) in the form of crossed DD/Pay Order drawn in favour of PAO, Ministry of Rural Development, New Delhi and drawn on Nationalized Bank/Scheduled Bank must be submitted along with the quotations). Offers without EMD will not be considered.

12 Refund of EMD: EMD of the unsuccessful bidders / contractors will be returned back as soon as the decision is taken by DEPARTMENT OF DRINKING WATER & SANITATION regarding placement of order. The EMD would be returnable on the non-interest bearing basis.

13. Security Deposit: The successful bidder shall have to furnish a Performance security in the form of DD/Bank Guarantee from a National / International Scheduled Bank for an amount @ 10% of the annual contract value for the manpower supplied, which should remain valid for a period of sixty days beyond the date of completion of all contractual obligations by the service provider. The performance security will be forfeited in case the supply of manpower is delayed beyond the stipulated period as indicated at Para 3 above.

14. Forfeiture of EMD / Security Deposit: In case of non-submission of the security deposit and / or non-acceptance of the order, the EMD submitted along with offer is liable to be forfeited. Likewise non-performance of the contract will result in forfeiture of security deposit.

15. Payment Terms: Our standard terms of payment are within 30 days from the date of submission of bills in triplicate along with work completion certificate certified by the competent authority in DEPARTMENT OF DRINKING WATER & SANITATION. The payment shall be made through Cheque(s) only.

16. Payment of salary by Service Provider: The Service Provider shall ensure that the salary to the persons so employed is made by the 7th day of the succeeding month @ Minimum Wages, including the Dearness Allowance and other statutory benefits for such personnel, notified by the Government of National Capital Territory of Delhi from time to time. The payments shall be made in front of an Officer of the DEPARTMENT OF DRINKING WATER & SANITATION, so appointed by the Department for this purpose.

17. Income Tax: The Income Tax/TDS and other statutory deductions, as applicable will be deducted from the payments made. Tax deduction certificate will be issued to the Service Provider by DEPARTMENT OF DRINKING WATER & SANITATION.

18. Penalty Clause: In emergent cases such as the person deployed falls sick or is not able to attend the office for the reasons beyond his control continuously for more than a day, the Service Provider shall deploy a suitable substitute. If the contractor fails to

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deploy the substitute, without prejudice to any other right or remedy available under the law to the Department on account of such breach, pro-rata recovery alongwith penalty equal to @ 2% of the monthly charges per day will be recovered from the monthly bill of the contractor. The quantum of recovery will be decided by Competent Authority in DEPARTMENT OF DRINKING WATER & SANITATION which will be final and binding on the Service Provider.

19. Termination of Contract: In case of any material violation of any of the terms & conditions by the Service Provider, the Department reserves its right to unilaterally terminate the contract.

20. The bidder shall hold harmless and keep DEPARTMENT OF DRINKING WATER & SANITATION indemnified against all claim arising as a result of any dispute between the Service Provider and the manpower so deployed in the Department.

21. The tender documents should be submitted in sealed cover as explained under :

(a) The sealed cover should contain :

(i) The Proforma at **Annexure II** for Technical requirement duly filled in.

(ii) The Agency's profile including details and supporting documents relating to their previous experience of supplying manpower to Government Ministries / Departments etc.

(iii) Acceptance of terms and conditions at **Annexure-IV**.

(iv) Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee worth Rs.5,000/- (five thousand only) in favour of "The Pay & Accounts Office, Department of Drinking Water & Sanitation, Ministry of Rural Development, New Delhi".

(v) This "Quotation of Price" containing rates which are to be quoted per person per eight-hour workday basis. The rates per person engaged outside normal working hours should be indicated separately.

(b) The sealed tenders must be submitted in the office of "Under Secretary (Admn.), Room No. 623, 6th Floor, Block No. 11, C.G.O. Complex, Lodi Road, New Delhi" and should be sent by post or hand-delivered. Tenders received after the prescribed due date and time will not be entertained.

(c) A Tender Opening Committee will open the bids in the chamber of Under Secretary (Admn.) in this office in the presence of participating bidders, who may like to be present.

22. Submission of Tender: Tender must be submitted in Sealed Cover alongwith the details super scribed with above Tender Reference No., Closing Date & Closing Time with bold letters and Firm's seal with address. The envelope should be properly sealed, addressed and submitted on or before the due date & time at the following address and receipt obtained.

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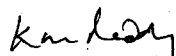
UNDER SECRETARY (ADM)
DEPARTMENT OF DRINKING WATER & SANITATION
Room No. 623, 6th Floor, Block 11,
CGO COMPLEX, LODHI ROAD,
NEW DELHI-110003

23. The bids can also be sent by Speed Post / Courier Service well in advance to reach the above office at least 48 hours before the due date and time. Offers received beyond the due date and time of the tender will not be considered.

- a) Late offer will not be considered and timely submission of tenders is the responsibility of the bidders.
- b) No excuses, such as delay in issue of pass, traffic-problem etc. shall be entertained.
- c) There should be NO OVERWRITING. The rates must be preferably typed.
- d) Quotations not fulfilling the requirement shall be rejected.
- e) Validity of your offer shall be for a period of minimum 90 days from the date of opening of the bids. Bids having the validity of less than 90 days would be considered non-responsive and declared invalid.
- f) Offer must be submitted on firm's letter head duly signed and stamped indicating the list of documents being submitted by the tenderer for check at the time of opening the tenders

24. In case the Service Provider's offer deviates from DEPARTMENT OF DRINKING WATER & SANITATION's requirements, and terms & conditions in any manner, these deviations must be clearly indicated in the Tender letter, failing which the Department's requirements and terms & condition will be binding on the Service Provider.

25. One duly authorized representative of each bidder would be allowed to participate in the opening of the tender.


(K NARAYANA REDDY)
UNDER SECRETARY TO GOVERNMENT OF INDIA
Tele : 24364780

Technical requirement for providing servicing of Peons

S.No	Particulars	To be filled in by the tenderer
1.	Name of the Tender Agency:	
2.	Details of EMD: (i) Amount (ii) Draft No (iii) Date (iv) Issuing Bank	
3.	Date of establishment of the Agency:	
4.	Detailed office address of the Agency with Office Telephone Number, FAX Number and Mobile Number and the name of the contact person:	
5.	Name and address of the Director/owner of the agency with Tel. / Mobile No:	
6.	Whether registered with all concerned Government authorities (Labour License no /EPF/ESI/ Registration Number under the Shops & Estt. Act etc.)	
7.	Length of similar experience in the field (with documentary evidence).	
8.	Enclose an affidavit duly certified by the Notary at the location of the agency /head quarter, that the tenderer has never been black listed or punished by any court for any criminal offence/breach of contract and that no police, vigilance enquiry / criminal case is pending.	
9.	Experience in dealing with Government Departments (here, indicate the names of the Departments and attach copies of contracts/ orders placed on the agency)	

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10.	Whether a copy of the terms and conditions (Annexure-I) duly signed, in token of acceptance of the same is attached?	
11.	Whether Agency Profile is attached?	
12.	List of other clients (may attach separate sheet):	
13.	PAN/TAN/Service Tax Registration No. (copies to be enclosed)	
14.	Proof of financial status of the agency in form of balance sheet for the last three years (it should indicate the turnover every year)	
15.	Enclose the details of the workforce with infrastructure facilities:	
16.	Name, addresses and telephone/mobile numbers of two responsible persons of standing from whom credentials of the agencies can be verified	
17.	Details of the contract with any two Govt./Public sector etc. with contact person's name &tel./cell No. etc.:	

Note: It is mandatory to attach the attested copy of required certificates/proof with above information.

Date & Place

(Name & Seal of the authorized signatory of the agency)

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ANNEXURE III**Manpower on Contract – Quotation of Price****(To be filled and submitted by the Manpower Agency)**

Sl.No	Personnel	Rate (for one personnel per month only) quoted
1.	Peon a- Minimum wages as per wages act b- ESI c- EPF d- Any other Charges Total (in words)	
2.	Service Tax, per month @ (%)	
3.	Service Charges, if any, per month @ (%)	
4.	Any other charges, if any, per month	
5.	Total Rate for person	

Note: Attach the latest G.O of state/central govt. regarding Minimum wages**Date & Place****(Name & Seal of the authorized signatory of the agency)**

TERMS AND CONDITIONS

1. The responsibility of statutory/compulsory deductions like EPF/Income Tax etc. will be of the Firm/Supplier. No extra payment shall be made by the Department.
2. The Service Provider shall submit the pre-receipted stamped bills (in triplicate) to the Department on monthly basis after completion of the month for payment. Ordinarily, the payment shall be made within 30 days from the date of submission of the bills.
3. The liability of service tax or any other tax or levies will be borne by the Company/Contractor.
4. The copies of engagement/deployment letter issued to the personnel deployed in the Department shall be provided to the Department.
5. The Service Provider will provide to the Department, a list of all personnel so deployed with permanent and present address along with their photographs. The character verification of the personnel through local police should be furnished at the time of deployment.
6. The Department shall have the right to terminate the contract at any stage without assigning any reason whatsoever. In case of any dispute, the decision of the Competent Authority of the Department will be final and binding.
7. Statutory obligations: The Service Provider is required to obtain and deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 30 days of the date of the award of the contract. If the Service Provider is refused a license for any reason whatsoever or fails to obtain the license within the stipulated period of 30 days, the contract shall automatically stand terminated and the Department shall be at liberty to recover losses, if any, from the Service Provider.
8. The Service Provider shall ensure that the manpower engaged by them is pre-verified for character and antecedents before deploying them for duty in the Department's office.
9. The Service Provider shall be responsible for all acts of commission and omission on the part of the manpower engaged for the purpose. The Department shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the Service Provider's employees performing duties under the contract.
10. The Service Provider will be responsible for any damages done to the property of the Department by the personnel so employed.

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11. The Service Provider shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and the Department shall not be a party to any dispute arising out of such deployment by the Contractor. The Agency shall arrange such facilities like EPF and ESI as provided for in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the DEPARTMENT OF DRINKING WATER & SANITATION.
12. It shall be the responsibility of the Service Provider to issue the employment card to the worker as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act.
13. The Department has the right to demand for change/replace the personnel at any point of time.
14. The Service Provider will supply a panel of suitable candidates to enable a proper choice to be made and depending on the qualifications/ credential/ experience; the selection would be made by the Competent Authority in DEPARTMENT OF DRINKING WATER & SANITATION.
15. The Service provider shall replace immediately any of its personnel, if they are unacceptable to the Department because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence from duty/misconduct on the part of manpower supplied by the agency upon receiving written notice from Department.
16. The Department 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.
17. The service provider's personnel working in DEPARTMENT OF DRINKING WATER & SANITATION should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of the Department. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
18. 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.
19. The service provider's person shall not claim any benefit/ compensation/ absorption/ regularization of services with this Department 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.
20. Any dispute regarding working hours and regarding compensation to be paid to the workers deployed will be the responsibility of the Service Provider and no representation will be entertained on this issue by the DEPARTMENT OF DRINKING WATER & SANITATION.

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21. The service provider shall ensure deployment of suitable people from proper background 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 withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
22. The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
23. The service provider shall engage the necessary person as required by the Department from time to time. The said person engaged by the Service Provider shall be the employee of the Service Provider and it shall be the duty of the service provider to pay their salary every month by 7th day of the succeeding month. There is no Master & Servant relationship between the employees of the service provider and the Purchaser (DEPARTMENT OF DRINKING WATER & SANITATION). Further that the said person of the service provider shall not claim any absorption.
24. 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 and that the Department will not entertain any claim in this regard.
25. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect submitted to the Department.
26. The personnel may be called on Saturday, Sunday and other Gazetted holidays, if required. They may be paid extra on pro-rata basis by the Service Provider who may in turn claim the same from the Department. Extra payment involved on account of working on holidays and after normal working hours shall be billed separately and the payment should be made to the Peons only after payment is received from the department.
27. 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.
28. Payments to the service provider would be strictly on certification by the officer with whom the person is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
29. The service provider shall be contactable at all times and message sent by e-mail/Fax/Special Messenger from Department to the Service Provider shall be acknowledged immediately on receipt on the same day.
30. The Service provider shall be under obligation to discharge all the liabilities envisaged herein either in express terms or by necessary implication from the terms and conditions and from the instructions to the bidders.

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31. The service provider shall not assign, transfer, pledge or subcontract the performance of the services without prior written consent of the department.

32. The decision of the Head of this Department in any matter relating to this contract shall be final.

33. Any dispute arising out of the contract is subject to the Jurisdiction of Central Tribunal in Delhi. In the event of dispute, the dispute shall be first referred to International Centre for Alternative Dispute Resolution (ICADR), New Delhi under the pursuance of Arbitration & Conciliation Act, 1996 instead of approaching Courts directly.

(Signature with stamp of the Bidder)

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