

No. 13015/2/09-GA
Government of India
Ministry of Heavy Industries & Public Enterprises
Department of Public Enterprises

Public Enterprises Bhawan
Block No. 14, CGO Complex
Lodhi Road, New Delhi-110003
Dated 7th March, 2012.

TENDER NOTICE

The Department of Public Enterprises (DPE), Block No. 14, CGO Complex, Lodhi Road, New Delhi-110003 invites sealed tenders from interested firms/agencies, hereinafter mentioned as 'Service Provider', for providing services of persons for performing the work relating to jobs assigned to a peon, delivery of dak (both inside and outside the DPE), night duty and other work, and safaiwala (sweeper) for doing duty like cleaning of toilets, dusting, cleaning, sweeping etc. as may be assigned, on contract basis. The eligibility criteria of the persons to be provided are, as follows:-

1. Education: Eighth standard pass
2. Age : Between 18-56 years
3. Period of Contract :

The period of contract is initially for one year from the date of taking up the supply of manpower in pursuance of contract, unless extended further by mutual consent of the Department of Public enterprises and the Service Provider, on the same terms and conditions. However, the DPE reserves the right to terminate the contract at any time before the normal tenure in case the service is found to be not satisfactory.

4. The present requirement is for 19+4=23 persons. However, the number may be increased or decreased at the discretion/requirement of the Department of Public enterprises.

5. Security considerations:

The manpower supplied by the Service Provider should not have any Police record/criminal case against them. The Service Provider should make adequate enquires about the character and antecedents of the persons whom they are recommending/ providing.

6. Period within which the manpower is to be supplied: within 15 days of award of contract.

7. Terms and Conditions: See Annexure.

8. The tenders should be submitted in two sealed covers. The first sealed cover should be superscribed "Techno-commercial Bid" and should contain (i) Company profile including previous experience (at least six months) of manpower supply to Government Departments; (ii) Attested photocopies of EPF and ESI certificates; (iv) Attested photocopies of registration certificate with Labour Department. (v) Acceptance of terms and conditions at Annexure: and (vi) Demand Draft towards Earnest Money Deposit Rs. 10,000/- (Rupees Ten Thousands only) drawn in favour of D.D.O. Department of Public Enterprises. The EMD will be refundable without interest of the firms/agency who do not qualify the "Techno Commercial Bid". Further, if the successful bidder fails to deploy the

Rajendra

manpower against the initial requirement within 15 days from date of award of contract, the EMD shall stand forfeited without any further notice. Techno commercial Bids the rates are to be quoted accompanied by the above mentioned documents will be summarily rejected. The second sealed cover super scribed 'Price Bid' should contain only rates. The rates are to be quoted on monthly basis for normal duty of 8½ (eight and half) hours per day per person (including half hour lunch break), for 5 days a week from Monday to Friday. Both the sealed covers should be placed in the main sealed cover superscribed "Tender for supply of services relating to delivery of dak & night duty". This should be addressed to Shri Rohtas Singh, Section Officer (A) and delivered at Room No. 414, Block 14, CGO Complex., Lodhi Road, New Delhi-110003. The last date and time of receipt of tenders is 22-03-2012 upto 3.00 PM (Thursday).

9. The tenders will be opened by a Committee constituted for this purpose at 4.00 PM on 22.03.2012 at the address mentioned in para 8 of this Tender Notice in the presence of representatives of the participating bidders who may wish to be present on the spot. The covers containing the "Techno Commercial Bid" will be opened first. Only those price bids would be considered which qualify the criteria in relation to "Techno Commercial Bid" as indicated in para 8 above. Bids offering rates which are against the provisions of Wages Act and other applicable laws shall be rejected.

10. The successful tenderer will have to deposit a Performance Security Deposit with the Department for a sum of Rs. 25,000/- (Twenty five thousands only) before entering of contract between the Department as successful bidder. The Performance Security Deposit will be in the form of Account payee Demand Draft or bank guaranty drawn in favour of "DDO" Department of Public Enterprises" payable at New Delhi. The Performance Security Deposit should be valid for a period of 60 days beyond the date of completion of the contract period.

11. The competent authority of this Department reserves the right to annul any or all tenders without assigning any reason and this decision will be final and binding on all parties.


(Rajendra Kumar)
Director

To

1. As per list attached
2. Copy to Sr. Tech. Director, NIC, Department of Public Enterprises, with the request to upload this notice on the website of the Department.
3. All Ministry/Departments, Government of India, New Delhi.

TERMS & CONDITIONS

- (1) The person, deployed by the successful bidder should be honest, healthy and well disciplined Character and antecedents of these persons shall be verified, and responsibility in this regard lies with the Service provider. The contracting agency company/firm/agency shall furnish the following documents in respect of the individual Attendants who will be deployed by it in this Department before the commencement of work:-
 - a) List of Attendants short listed by agency for deployment in Department of Public Enterprises containing full details
 - b) Bio-data of the persons.
 - c) Character certificate from a Gazetted officer of the Central/State Government.
 - d) Certificate of verification of antecedents of persons by local police authority.
 - e) Identity card bearing photograph.
- (2) The tenderer will be bound by the details furnished by him/her to this Department, while submitting the tender or at subsequent stage. In case, any of 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.
- (3) The persons found in-disciplined or wanting in any respect in terms of official decorum, at any stage will be replaced by the agency. The Service Provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, drugs, paan, smoking, loitering without work etc.
- (4) The persons should not be below the age of 18 years and above 56 years.
- (5) Over Time Allowance, if required would be paid as per Government instructions.
- (6) The firm/agency shall ensure that the persons are paid not less than at the minimum wages, provident fund and state insurance etc. as applicable in the NCR of Delhi.
- (7) 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 regular persons deployed by it in this Department. The Service Provider will also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department concerned tax collection authorities from time to time as per extant rules and regulation on the matter. The tendering agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this Department or any other agency under the Law.
- (8) The payment will be made by the office to the agency as per actual day(s) on which duty is performed by the person(s) so engaged.
- (9) The persons so engaged will have to inform the concerned agency in advance under intimation to this office about his absence from duty if any. In such a situation, the concerned agency will make alternative arrangements under intimation to this Department.
- (10) The firm/agency shall be responsible for timely attendance of the persons in the office, and follow the guidelines/ directions of the Department of Public Enterprises in the matter of entry pass etc.



(11) Department of Public Enterprises shall not bear any liability arising out of the work by the hired persons. The agency shall be responsible for all such liabilities.

(12) The work of the persons in Department of Public Enterprises shall in no way cause an obligation on the Government of India future employment in any manner. The persons deployed by the agency in the Department shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Department of Public Enterprises. The service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. This Department shall, in no way, be responsible for settlement of such issue whatsoever. This Department 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. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/confirmed employees of this Department during the currency or after expiry of the contract. 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 no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity.

(13) The firm/agency shall seek all relevant undertaking from the persons hired for this purpose in the above mentioned conditions.

(14) The Service Provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this Department.

(15) This 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 Services Providers.

(16) The Services 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.

(17) The Service provider shall engage the necessary persons as required by this Department from time to time. The persons so 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.

(18) 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.

(19) Working hours would be normally 8½ hours per day including half hour lunch break between 9.00 AM to 5.30 PM during working days. Besides one person may be required to be deputed for night duty and on Saturdays/Sundays/Holidays. Actual amount per hour would be calculated for the person deployed on duty.

(20) The Service Provider will submit the bill in triplicate in the 2nd week of the succeeding month. The claims in bills regarding ESI, EPF, and Service Tax etc. should be accompanied with documentary proof pertaining to the concerned month bill necessarily. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of this Department.

(21) Payments to the Service Provider would be strictly on certification by the officer with whom he/she is attached that his/her services were satisfactory and attendance as per the bill preferred by the Service Provider.

Rajendra

(22) The Service Provider shall be contactable at all times and message sent by E-mail/Fax/Special Messenger from this Department to the Service Provider shall be acknowledged immediately on receipt on the same day.

(23) The agency should submit its PAN and Service Tax Registration Number.

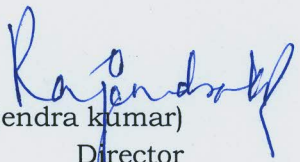
(24) An Earnest Money Deposit of Rs. 10,000/- (Ten Thousands only) in the form of Demand Draft drawn in favour of Drawing & Disbursement Officer, Department of Public Enterprises, New Delhi, may be submitted, failing which their bids will not be considered valid.

(25) In case of breach of any term of condition of this Tender Notice of terms of the contract the Performance Security Deposit will be liable to be forfeited

(26) The firm would be fully responsible for complying with the provisions of all Acts, Rules & Regulations including Minimum Wages Act & income Tax Act.

(27) The Period of contract is initially for one year from the date of taking up the supply of manpower in pursuance of the contract, unless extended further by mutual consent of the Department and the Service Provider, on the same terms and conditions. However, this Department reserves the right to terminate the contract at any before the normal tenure in case the service is found to be not satisfactory. Department of Public Enterprises, reserves right to terminate the contract during initial period also after giving a week's notice to the Service Provider.

(28) Settlement of disputes will be as per the Arbitration and Conciliation Act 1996 by a Single Arbitrator who shall be appointed by Secretary, Ministry of Law and justice.


(Rajendra kumar)
Director