

F. No. A-60011/04/2011-Admn.II(LA)

Government of India  
Ministry of Law and Justice  
Department of Legal Affairs

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Shastri Bhawan, New Delhi

Dated the 24<sup>th</sup> April, 2012

Subject: Outsourcing of services of 22 Casual Workers (semi-skilled)  
in Department of Legal Affairs.

Sealed tenders are invited for and on behalf of the President of India from experienced and reputed manpower supplying agencies for outsourcing of the services of Casual Workers (Semi Skilled) in the Department of Legal Affairs.

2. The duties of Casual Workers (semi – skilled ) are as under:
  - i) Attending to routine jobs like cleaning and housekeeping services, loading/uploading movement of office furniture equipment etc
  - ii) Attending to any other work assigned to them by the senior officers/officials.
3. 22 (Twenty two) Casual Workers (semi-skilled) are required. The prescribed education qualification is 8<sup>th</sup> standard pass.( minimum)
4. The initial period of contract would be 6 months, extendable by another 6 months on satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the Competent Authority. **Service Charges/rate quoted by the agency would be fixed for a period of six months and any statutory increase in wages etc. is to be absorbed by the agency.**
5. The manpower will have to be supplied by the agency within 15 days of award of contract.
6. Terms and Conditions: **As per Annexure-I.**
7. Only those who fulfill the following minimum criteria may submit their bids:-
  - (a) The manpower supplying agencies should have been in existence for more than 5 years.
  - (b) It should have been registered with the Government authorities concerned and a copy of each of the registrations shall be attached with the bid.
  - (c) It should have PAN number and Sales Tax/Service Tax registration proof. Necessary documents in this regard may be attached with the bid.
  - (d) It should not have been blacklisted by any Government Organization.
  - (e) It should be willing to take up the contract on the terms and conditions as at Annexure-I.

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8. An earnest money deposit of Rs.10,000/- (Rs.Ten Thousand Only) in the form of Demand Draft Drawn in favour of the Drawing & Disbursing Officer, Department of Legal Affairs, Shastri Bhawan, New Delhi may be submitted along with the technical bid, failing which the bid shall not be considered valid.

9. The tenders should be submitted in two sealed covers:

(A) The first sealed cover should be superscribed "Technical Bid" and should contain

- (i) The proforma at **Annexure-II**, duly filled in.
- (ii) Agency profile, including previous experience of manpower supply to Government Departments.
- (iii) Acceptance of terms and conditions at Annexure-I.
- (iv) Demand draft for earnest money deposit.
- (v) All other required documents.

(B) The second sealed envelope superscribed "Price Bid" should contain only rates which is to be quoted on monthly basis for normal duty of 8 hours per day per person for five day a week (**Annexure-III**)

(C) Both the sealed covers should be placed in the main sealed envelope superscribed "Tender for supply of Outsourced Staff". This should be addressed to the Section Officer, Admn.II(LA), Department of Legal Affairs, Room No. 413, A-Wing, Shastri Bhawan, New Delhi and sent by post or hand delivered latest by 3.00 p.m. on Wednesday the 16<sup>th</sup> May 2012.

10. If the rates/quotations (wages plus the statutory contributions like EPF, ESIC, etc.) submitted by any Agency are found to be less than the minimum wages notified by the Labour Department, Government of NCT of Delhi, the bids of such an Agency will not be considered.

11. The technical bids will be opened by the Tender Committee at 4.00PM on the last date for receipt of the tenders in the Department of Legal Affairs in the presence of the participating bidders who may like to be present.

12. The Tender Committee will assess the ability of the agencies to supply requisite number of personnel. The agency selected by the Tender Committee will have to send a panel of Casual Workers (semi-skilled) registered with them to this Department for a practical test on the basis of which the Casual Workers (semi-skilled) will be engaged.

(Ganesh Dutta Sharma)

Under Secretary to the Govt. of India

Tele. No. 011-23389127



## ANNEXURE-I

### TERMS AND CONDITIONS FOR OUTSOURCING OF THE SERVICES OF Casual Workers (Semi Skilled)

- (1) All services on outsourcing basis shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
- (2) The persons supplied by the Agency should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment 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 a certification to this effect submitted to this Department. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.
- (3) The service provider shall engage necessary number of persons as required by this Department from time to time. The said persons 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. There is no Master and Servant or Employer and Employees relationship between the employees of the service provider and this Department and further the said persons of the service provider shall not be entitled to claim any employment, engagement or absorption against the vacancies in any post in Department of Legal Affairs, in future.
- (4) The service provider's persons shall not claim any benefit/compensation/absorption/regularization of service from/in this Department 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 Department.
- (5) 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.
- (6) The service providers personnel's should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this Department. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- (7) The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Department.
- (8) The Department 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 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 Department because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this Department.

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- (9) The service provider has to provide photo identity cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed. In case of their loss it reported immediately.
- (10) The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, pan, smoking, loitering without work.
- (11) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider and the Department shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
- (12) Working hours would be normally from 9.00 A.M. to 5.30 P.M. during working days including ½ an hour lunch break in between. However, in exigencies of work they may be required to sit late and the personnel may be called to work on Saturday, Sunday and other gazetted holidays, if required.
- (13) That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and this Department shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation. The agency will require to provide particulars of PF, Group Insurance of its employees engaged in this Department.
- (14) The service provider will submit the bill, in triplicate, in respect of a particular month in the first week of the following month. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.
- (15) Payments to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider.
- (16) No wage/remuneration will be paid to any staff for the days of absence from duty.
- (17) The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of this Department.
- (18) The service provider shall arrange for 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.
- (19) The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from this Department to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by this Department in fulfillment of the contract from time to time.

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(20) 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 service provider.

(21) That the Agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc. If this Department suffers any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the agency, then the agency shall be liable to compensate/ reimburse to this Department for the same. The agency shall keep this Department fully indemnified against any such loss or damage.

(22) This Department will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

(23) The successful bidder shall furnish a security deposit equivalent to Rs.50,000/- (Rupees fifty thousand only) in the form of an account payee demand draft drawn in favour of the Drawing and Disbursing Officer, Department of Legal Affairs payable at Delhi/Fixed Deposit Receipt from Commercial bank/Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of the Department in all respects. The security deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by this Department or on non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the agency.

(24) The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on these terms and conditions. The agreement will be valid for a period of 6 months commencing from date of signing such agreement and shall continue to be in force in the same manner unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of 6 months and no request for any change/modification shall be entertained before expiry of the period of 6 months. Any statutory increase in wages/DA, etc. during this period is to be absorbed by the service provider. The contract/agreement is extendable on six months basis subject to satisfactory performance of the agency and such amendments as mutually agreed to.

(25) The service provider shall not assign, transfer, pledge or sub- contract the performance of service without the prior consent of this Department.

(26) However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc. and any amount due to the agency from this Department shall be forfeited by the Department.

(27) That on the expiry of the agreement, as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-

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employment by the personnel of the agency it shall be the entire responsibility of the agency to pay and settle the same.

(28) In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Secretary, Department of Legal Affairs whose decision shall be binding on both the parties.

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ANNEXURE-II

Sl. No.	Particular	To be filled by the tenderer
1.	Name of the 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 name of the contact person	
5.	Whether registered with all concerned Government Authorities. (Copies of all certificates of registration to be enclosed)	
6.	PAN/TAN Number (copy to be enclosed)	
7.	Service Tax Registration Number (Copy to be enclosed)	
8.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partner anywhere in India.	
9.	Length of experience in the field.	
10.	Experience in dealing with Govt. Department  (Indicate the names of the Department and attach copies of contracts order placed on the agency)	
11.	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance or the same, is attached.	
12.	Whether agency profile is attached	
13.	List of other clients.	

PROFORMA FOR FINANCIAL BID

1. Composite Rate (including all statutory taxes and payments) per person/month for normal 8 hours duty (For 8<sup>th</sup> standard pass.) :
2. Any other point(s) to be mentioned. :