



☎: 011-23731887

📠: 011-23319346

**GOVERNMENT OF INDIA
MINISTRY OF LAW AND JUSTICE
DEPARTMENT OF LEGAL AFFAIRS
PAY AND ACCOUNTS OFFICE
'B' WING, IV FLOOR, JANPATH BHAWAN
JANPATH, NEW DELHI**

No. PAO/LA/2015-16/P.T.L/

Dated the 24th Feb, 2016

NOTICE INVITING TENDER

Sealed Tenders (Technical & Commercial) are invited from the experienced and reputed Manpower Agencies for providing the services of a Sweeper cum Frash in office of Pay and Accounts Office (Legal Affairs) for a period of one year from the date of awarding contract. The terms and conditions for the contract are at **Annexure-I**.

Technical Details and Eligibility Criteria

- a) The Agencies should have sufficient previous experience in providing such services as mentioned above, of Government Ministries/ Departments/ PSUs/ other reputed national level institutions.
 - b) Agencies should not have been blacklisted by any Ministry/Department of the Government of India. The tendering firms/bidders shall have to submit undertaking to this effect that they have not been blacklisted or their business dealings with the Government Ministries/Departments have not been banned.
 - c) The person, proposed to be engaged, should be literate. He/She should not below the age of 18 years and should be active and having good health.
 - d) The firm should have a valid PAN of the agency without which the bid shall not be entertained.
 - e) The firm should have a registered office in NCT of Delhi.
 - f) The bidder will have to specify the amount to be charged towards service charges for providing the Sweeper cum Frash. It may also be noted that in order to eliminate frivolous bids and disguised charges/deduction from salary of personal service providers bidding at zero percent service charges shall be disqualified.
1. The tendering agencies shall submit their quotations in separate (Technical & Commercial bids) sealed cover addressed to the undersigned, with the cover super scribed as "Hiring Services of an agency for providing Sweeper-cum-Frash in the enclosed proforma for Financial Bid".
 2. The Interested Companies/Firms/Agencies may submit the tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs. 2,000/- drawn in favour of Pay and Accounts Officer, Department of Legal Affairs and other requisite documents in a sealed cover addressed to pay and Accounts Office (Legal Affairs) 4th Floor, B-Wing, Janpath Bhawan, Janpath, New Delhi on or before 2.00 PM on 14.03.2016. The Technical tenders/bids will be opened at 2.30 P.M. on same day at office of Pay and Accounts Office (Legal Affairs) and Commercial bids of successful bidder will also be opened at 4.00 P.M. on same day.

3. Quotations/bids without requisite documents regarding fulfilling the eligibility criteria mentioned in Para 2, will be summarily rejected.
4. The prospective tenderers are free to seek any clarification with reference to the tender and stipulations prescribed as also the scope of work. The Sr. Accounts Officer can be contacted in this regard with prior appointment on any working day before tender opening.
5. It may be specifically noted that the offers should be of consolidated amount which will include all statutory liabilities i.e. PF, insurance etc. shall be borne by the contractor. All legal/statutory liabilities will be borne by the Agency and this office will not be a party to any discrepancy/dispute, if arise at any stage. The contract shall normally be awarded to the lowest evaluated bidder meeting all the terms and conditions of the tender.
6. The Department reserves the right to reject any or all the quotations without assigning any reason.
7. Interesting bidders are advised to visit the place of work for assuring the nature and volume of work realistically before quoting the rate.
8. The tender notice is available at the website of the Department at <http://lawmin.nic.in>.



(R.K. Deswal)

Sr. Accounts Officer

Copy to:-

- 1.) P.S. to Chief Controller of Accounts, Ministry of Law & Justice, New Delhi
- 2.) The Sr. Accounts Officer, Admin, Pr. Accounts Office, Ministry of Law & Justice, New Delhi

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Sr. Accounts Officer

(ANNEXURE-I)
TERMS AND CONDITIONS

1. The period of the contract shall be one year from the date of award of contract. Department reserves the right to terminate the contract at any time without assigning any reason.
2. The manpower provided by the Contractor shall be required to work between Monday to Friday 9.00 A.M. to 5.30 P.M. with a lunch break of 30 minutes from 1.00 P.M. to 1.30 P.M. The manpower may also be called upon to perform duties on Saturdays and Sundays and other Gazetted Holidays, if required.
3. The person engaged by the Agency should not have any adverse police records/criminal cases against him. The Agency would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. Proofs of identity like driving license, bank account details, previous work experience, proofs of residence and recent photograph and a certification to this effect should be submitted to this office.
4. The service provider shall engage necessary person as required by this office 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 his salary/wages in time before 6th of every month.
5. The service provider personnel shall not claim any benefit/compensation/regularization or services from this office under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this office.
6. That the personnel deployed shall not be below the age of 18 years and he will not interfere with the duties of the employees of this office.
7. The service provider will have to remove from the office, any debarred person, who is found incompetent or for his/her misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if he is unacceptable, to the office because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice this office.
8. The service provider shall ensure proper conduct of his personnel in office premise, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
9. Working hours and days of this office shall be followed by the outsourced person. In exigencies of work, they may be required to sit late and the personnel may be called on Saturday, Sunday and other Gazetted Holidays, if required.
10. It is obligatory on the Contractor to ensure that monthly wages paid regularly and all statutory requirements must be incorporated in salary.
11. The service provider will submit the bill in triplicate in respect of a particular month by the third working days of the next month. The payment will be released within ten working days of the submission of bills after deduction of such taxes as required.

2. Payments to the service provider would be strictly on certification by the officer with whom personnel is attached that his services were satisfactory and attendance as per the bill preferred by the service provider. No wage/remuneration will be paid to any staff for the days of absence from duty.
13. The service provider will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of this office.
14. The service provider shall provide a substitute well in advance, if there is any probability of the person leaving the job or being absent due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be responsibility of the service provider.
15. The service provider shall be contactable at all times and message by phone/mail/fax from this office to him/her shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by this office implementing the Contract from time to time.
16. The agreement can be terminated by either party giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreements then one month's wages etc. and any suitable amount due to the agency from this office shall be forfeited by this office.
17. The tender is subject to the provision of Rule 160 (ii) of General Financial Rules, 2005 which enables a bidder to question the bidding conditions, bidding process and/or rejection of its bid. Accordingly, enquiries in this regard by a bidder will be responded if the request is received in writing timely in Pay and Accounts Office (Legal Affairs).



(R.K. Deswal)

Sr. Accounts Officer

UNDERTAKING

This is to certify that I/We before signing this tender have ready and fully understood all the terms and conditions contained herein and undertake to abide by them.

(Signature of the Tenderer with seal)

Name

Address

Phone No.

QUOTATION FORM

Name of the Tenderer (Block Letters) :

Name of the Firm :

Address :

Telephone No. :

Bank Draft No. and Date :

Amount of Draft :

Name of the Bank :

I/We hereby declare and affirm that I/We have read and understood the Terms and Conditions at Sr. No. 1 to 17 of the Contract as stipulated in the Tender Notice No. PAO/LA?2012-13/P.T.L. dated Feb, 2016. Accordingly, I/We accept the Terms and Conditions and hereby offer the rates in enclosed proforma for engagement of sweeper-cum-frash.

Signature of the Contractor

Name of the Contractor

Seal of the Contractor

PROFARMA FOR FINANCIAL BID

To

The Sr. Accounts Officer
Pay and Accounts Office (Legal Affairs)
Ministry of Law & Justice,
B-Wing, 4th Floor,
Janpath Bhawan, New Delhi-01

Sub. :- Quotation for award of contract for providing Labourers(Un-skilled)- regarding.

Sir,

With reference to your letter No. PAO/LA.2012-13/PTL/ dated Feb., 2016 on the above cited subject, I/we quote the rate for above mentioned work as under:-

S.No.	Item Head	
1.	Rate of wages per person per month. (monthly wage rate must not be less than the minimum wage prescribed by the Govt. of NCT of Delhi under minimum wages Act, 1948)	Labour (Un-skilled)
2.	Statutory contributions on person's wages (per person per month)	Labour (Un-skilled)
	(i)EPF + Admn. Charges (13.36%) If applicable	Labour (Un-skilled)
	(ii)ESI (4.75%)	Labour (Un-skilled)
3.	Firm's Administrative Service charges per person per month	Labour (Un-skilled)
4.	Total per person per month	Labour (Un-skilled)

- Charges (including all taxes and levies except Service Tax)

I/we accept all the terms and conditions of your letter referred to above.

Yours' faithfully
(Name / Seal of firm/ company)

FINANCIAL BID

- (i) Complementary service by any firm is not acceptable. If any firm quote the Administrative Service Charges as Zero/nil, it shall not be treated as a valid quote and shall result in summarily dismissal of the financial bid even though the firm is otherwise technically qualified.
- (ii) The Administrative Service Charges per worker per month quoted by the firm in the financial bid shall be commensurate with the administrative and supervisory efforts required for execution of the contract.
- (iii) The bidder shall quote monthly wages rate per Labour(un-skilled), which should not be less than the minimum wages prescribed by the Govt. of NCT of Delhi under Minimum Wages Act, 1948.
- (iv) This Department shall make payment only on the minimum wages prescribed by the Govt. of NCT of Delhi under Minimum Wages Act, 1948 and the statutory contributions on worker's wages to the bidder even if the bidder quotes higher wages than the minimum wages prescribed by the Govt. of NCT of Delhi under Minimum Wages Act, 1948.
- (v) The financial bid will be evaluated and L1 will be decided on the basis of the firm's "Administrative Service Charges per worker per month" quoted by the firm.
- (vi) The experience and performance of the bidders for providing services of supply of Labour(Un-skilled) in the Central Government Ministries/Department/PSUs shall be considered, if necessary, at the time of evaluation of financial bid.
- (vii) The Department shall correct (increase or decrease) the rates of statutory payments on minimum wages if there is variation found in the rates quoted by bidder and those notified by the Government.