

NO.D-31011/03/2014-AD.II
CABINET SECRETARIAT
RASHTRAPATI BHAVAN

New Delhi, 27th July, 2015

To

(THE INTERESTED BIDDER)

Subject: Tender notice for outsourcing of services of MTS (Outsourced).

I am directed to invite sealed tenders from registered, experienced and reputed manpower service providing agencies (*having an annual minimum turnover of Rs.20 lakh in each of the previous three years i.e. 2012-13, 2013-14 & 2014-15 and having past experience of at least three years in providing manpower services to Government/ PSUs/ reputed Corporate Sector*) for providing services of MTS (Outsourced) to Cabinet Secretariat, Rashtrapati Bhavan, New Delhi. Interested firms may send their tender along with an **Bid Security Deposit of ₹ 25,000/-** (Rupees Twenty Five Thousand only) in the form of Account Payee Demand Draft from any nationalized bank in favour of "**D.D.O., Cabinet Secretariat, Rashtrapati Bhavan, New Delhi**".

2. The tender document may be collected from Section Officer (Ad-II), Room No. 6, Cabinet Secretariat, Rashtrapati Bhavan, New Delhi-4 (Phone No. 23015937 & 23015938). The tender details/document can also be downloaded from the websites of www.cabsec.nic.in and www.eprocure.gov.in.

3. The quotations may be submitted in two bids, viz. technical and financial in separate sealed covers. Technical Bid should contain company profile and authenticated documents to prove the eligibility of all conditions as per Annexure-III. The Financial Bid should contain only the Financial Charges as per Annexure-IV. Omission of any of the demanded documents may result in rejection of tender. They should go through the tender conditions thoroughly and submit their quotations only if they meet all the conditions and are capable of undertaking the proposed job satisfactorily at the terms and conditions (Annexure – I & II) of the Cabinet Secretariat.

4. The firms should submit the quotations in separate sealed envelopes. Both sealed envelopes should be placed in the main sealed envelope super scribed '**Tender for outsourcing of services of MTS (Outsourced)**' and the same should be addressed to "**The Under Secretary (Ad-II), Cabinet Secretariat, Rashtrapati Bhawan, New Delhi**" and should be deposited in the **Tender Box** kept for the purpose in the **Reception Office of the Cabinet Secretariat, South East Wing, Rashtrapati Bhavan, New Delhi**, latest by **3.00 PM on 14th August, 2015**. The quotation/tenders received after the last date and time prescribed and or received in

any manner other than through Tender Box would not be opened and would be summarily rejected. **No tenders through post / speed post/ regd. post or courier will be accepted.**

5. The Tender Opening Committee will open the technical bids at **3.30 PM** on **14.08.2015** in Room No. 9, Cabinet Secretariat, Rashtrapati Bhavan, New Delhi in the presence of participating bidders, who may like to be present in person or through their duly authorized representative. The Committee/competent authority will assess the ability of the agencies based on its record, profile and on such other criteria as per technical bids. The representatives of only those found successful at the technical bid stage would be allowed to be present at the time of opening of financial bids.

6. **The Firms/bidders should not have been blacklisted by any Ministry/Department of the Government of India. The tendering firms/ bidders shall have to give a notarized affidavit on a stamp paper of appropriate value to the effect that they have not been blacklisted or their business dealings with the Government Ministries/Departments have not been banned.**

7. The Cabinet Secretariat reserves the right to cancel any or all of the Tenders without assigning any reason.



(Nilratan Das)
Under Secretary to the Govt. of India
23793211

Encl.: Detailed terms and conditions and forms of Technical and Financial Bids.

Copy to:

1. Technical Director (NIC), Cabinet Secretariat, Rashtrapati Bhavan, New Delhi. The aforesaid letter may kindly be up-loaded in a non-editable version on this Secretariat's official website www.cabsec.nic.in & www.eprocure.gov.in.
2. **All Ministries and Departments of Govt. of India** located at New Delhi/Delhi with the request that the contractors engaged by them for the purpose may be requested to submit their tenders, if interested.

**CABINET SECRETARIAT
RASHTRAPATI BHAVAN**

Eligibility and qualification criteria to be met by the firm for performing the required work/service

1. The firm should be well-established and registered with Govt. of NCT of Delhi, with having an experience of at least three years in outsourcing the services of MTS (Outsourced) in the Government Sector/PSUs/ Reputed Corporate Sector.
2. The firm must have a turnover of Rs.20 lakh per year during the last three financial years on providing manpower services.
3. The Firms/bidders should not have been blacklisted by any Ministry/Department of the Government of India. The tendering firms/ bidders shall have to give a notarized affidavit on a stamp paper of appropriate value to the effect that they have not been blacklisted or their business dealings with the Government Ministries/Departments have not been banned.
4. The firm should supply **MTS (Outsourced)** with the following Qualifications:
 - i. Person proposed to be engaged, should have passed at least eighth (8th) standard pass from a recognized School and should be able to read Hindi or English.
 - ii. Person should be active and should be mentally and physically fit.
 - iii. Person deployed shall not be less than 18 years of age.
 - iv. It should be ensured by the firm that the antecedents of outsourced persons are properly verified by the local police authorities and their details (names, address, telephone numbers, mobile numbers, Election card, photographs etc.) will have to be provided to this office at the time of award of contract.
5. The firms should pay monthly wages for the MTS (Outsourced) as per the prevailing rates fixed/ordered by the Government of NCT of Delhi plus obligatory payments towards EPF/ESI/Service Tax, as applicable. Proof of all statutory deduction in favor of all MTS (Outsourced) should be sent to this Secretariat on monthly basis. They should be paid as per prevailing rates/ordered by the Govt. of Delhi. Revision in wages, if any, should be effected without delay. Any deviation in this will lead to taking of suitable action including blacklisting of the firm. The firms should also intimate the number of EPF/ESI of all MTS (Outsourced) with in a period of one month after awarding the contract. In case of revision of minimum wages by Govt. of NCT Delhi, Cabinet Secretariat will pay as per enhanced rate.
6. The firm shall provide a list of persons as requisitioned with character and antecedent verification to Cabinet Secretariat. In case, all/some persons do not suit the requirements of this Secretariat, the firm has to arrange the next batch of the

persons for selection. The firm has to manage sufficient number of eligible persons so that there will be no delay in the selection of the persons during the period of contract. The number of person to be outsourced may increase or decrease, depending upon the situation.

7. The firm shall issue monthly salary slips to the MTS (Outsourced) endorsing a copy to Cabinet Secretariat, showing the details of payments, deductions (including all statutory deductions) & net amount with requisite challans in each case/person indicating PF number, ESI card detail etc.

8. The payment to the outsourced workers will be made by 7th of every month without fail. Non-compliance in this regard will entail penalty of ₹ 500/- per day, to be borne by the firm.

9. Firms may quote their rates/charges clearly. Cutting / overwriting is not allowed. Rate(s) quoted should be inclusive of all statutory deductions including Employees Provident Fund, ESI contributions, Bonus etc. and would be in conformity with the Minimum Wages Act etc. as applicable in the NCT of Delhi and other statutory requirements.

10. The rates quoted on monthly basis are for the duty hours from 9.00A.M. to 5.30 P.M. (including half an hour for lunch) on all the working days. For late sitting (after office hours) and attending the office on Sundays/Gazette Holidays, extra payment shall have to be paid by the firm to the person @ ₹ 12.50/- per hour and on pro-rata basis respectively.

11. The services of the personnel will have to be made available by the Firm immediately after awarding of the Contract.

12. The Firm is required to deposit a copy of valid licence from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Rules, 1971 at the time of award of the contract. If the Firm is refused a licence for any reason whatsoever or fails to obtain the licence, the contract shall automatically stand terminated and the office shall be at liberty to recover losses, if any, from the Firm including forfeiture of performance security deposit. The firm is required to furnish information in connection with the contract whenever sought by this Secretariat.

13. Each page of the tender document should be numbered, signed and stamped by the bidder in acceptance of the terms and conditions laid down by Cabinet Secretariat.

14. No bidder will be allowed to withdraw after submission of the bids; otherwise the Bid Security Deposit submitted by the bidding firm would stand forfeited.

15. In case the successful bidder declines/backs the offer of contract, for whatsoever reason(s), his Bid Security Deposit will be forfeited.

16. The initial period of contract will be ONE YEAR ONLY and the same is extendable on satisfactory performance, by amendment of the original contract as may be mutually agreed to, and also subject to necessary approval of Competent Authority.

17. They should have produced the requisite certificates from Employment Provident Fund Organization, Employees State Insurance, Service Tax authorities. The tenderer should satisfy himself with the terms & conditions of the contract. No claim on grounds of lack of knowledge, in any respect, shall be entertained.

18. The Bidder who provides all the details & meets the essential conditions as mentioned in **Annexure-I** and accepts all the terms and conditions mentioned in **Annexure-II** and who quotes lowest rates for MTS (Outsourced) per person on monthly basis of Financial Bid as per **Annexure-IV** shall be the successful bidder. In case two or more firms quote the same rates, the preference will be given to the firm who gives the list of more outsourced personnel with police verification with character and antecedents and other criteria as decided by the Head of the Department, Cabinet Secretariat and the firm with higher turnover.

19. The tenderer will invariably mention the page number of the documents as mentioned in Annexures.



Annexure-II

Statutory and contractual obligations to be complied with by the firm

1. The successful bidder shall furnish a Performance Security deposit of Rs. 70,000/- (Rupees Seventy thousand only) within seven days of award of the contract in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or irrevocable Bank Guarantee drawn in favour of "D.D.O., Cabinet Secretariat, Rashtrapati Bhavan, New Delhi" safeguarding the interest of Cabinet Secretariat in all respects. The instrument shall be valid for sixty days beyond the date of completion of contractual obligations by the firm.
2. Rate(s) quoted should be inclusive of all statutory deductions including Employees Provident Fund, ESI contributions, Bonus etc. and would be in conformity with the prevailing Minimum Wages Act etc. as applicable in the NCT of Delhi. Any revision by the Govt. of NCT Delhi in respect of wages should be effected forthwith. The difference so arrived will be borne by this Secretariat.
3. The Performance Security Deposit will be forfeited in case of supply of outsourced staff being delayed beyond the period stipulated by Cabinet Secretariat or non-compliance of the terms of agreement by the firm or owing to frequent absence from duty/ misconduct on the part of the outsourced staff deputed by the firm. The firm would be blacklisted and disqualified from participation in any future tenders of the Cabinet Secretariat.
4. The initial period of contract will be ONE YEAR ONLY and the same is extendable on satisfactory performance, by amendment of the original contract as may be mutually agreed to, and also subject to necessary approval of Competent Authority.
8. For late sitting (after office hours) and attending the office on Sunday/Gazette Holiday, extra remuneration shall have to be paid by the Firm to the worker @ ₹ 12.50/- per hour and on pro-rata basis respectively.
9. Cabinet Secretariat will maintain the record of attendance in respect of the persons deployed by the Firm on the basis of which wages/ remuneration will be decided in respect of the person at the approved and agreed rates. The firm shall be responsible to keep all records of payment, attendance, leaves etc. as necessary under law or otherwise about the employee and PMD shall not be responsible for the same in any manner.
10. The Firm's claims in bills regarding ESI, EPF, Service Tax etc. should be accompanied by documentary proof pertaining to the previous month's bill. 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 office.
11. No Advance payment, in any case, would be made to the firm. The periodicity of payment to the firm shall be monthly. The firm shall submit the monthly bill after



the end of a calendar month that shall be processed for payment by Cabinet Secretariat.

12. Statutory deductions, as applicable, will be deducted from the payments to be made to the Firm.

13. The Firm shall not assign, transfer, pledge or sub-contract the performance or services without the prior written consent of Cabinet Secretariat.

14. The firm should be available on its own direct telephone, Mobile Phone (office as well as residence) and the outsourced persons should also be available on mobile phone so as to enable this office to contact them and also call them in emergency.

15. The Firm is required to deposit a copy of valid licence from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Rules, 1971 within thirty days of the date of award of the contract. If the Firm is refused to deposit license for any reason whatsoever or fails to obtain the licence within the stipulated period of thirty days, the contract shall automatically stand terminated and the office shall be at liberty to recover losses, if any, from the Firm including forfeiture of performance security deposit. Valid e-mail address may also be provided.

16. Firms which is of outside Delhi based, should furnish its address and Telephone number of Delhi.

17. The outsourced persons deputed by the Firm should not have any adverse Police records/criminal cases against them. The Firm should make adequate enquiries in advance about the character and antecedents of each person. The character and antecedents of each person provided by the Firm will be got verified by the firm itself before their deployment through due investigation by the local police authorities and their details (names, address, telephone numbers, mobile numbers, photographs, past work experience etc.) will have to be provided to this office.

18. The outsourced persons provided to Cabinet Secretariat shall not be changed except under compelling circumstances and after prior consent of Cabinet Secretariat. In this case, the changed outsourced persons shall have either a police verification certificate or two character and good conduct certificates from two Gazette Officers of Central Government.

19. 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 Firm shall deploy a suitable substitute. If the contractor fails to deploy the substitute, without prejudice to any other right or remedy available under the law to Cabinet Secretariat on account of such breach, pro-rata recovery along with penalty equal to @ 2% of the monthly charges per day will be recovered from the monthly



bill of the Firm. The quantum of recovery will be decided by Competent Authority in this office which will be final and binding on the Firm.

20. If Cabinet Secretariat suffers any loss or damage on account of negligence, defaults or theft on the part of the employees/ Agents of the Firm, then the Firm shall be liable to reimburse to Cabinet Secretariat for the same. The Firm shall keep Cabinet Secretariat fully indemnified against any such loss or damage.

21. The firm shall withdraw such persons, who are not found suitable/acceptable to Cabinet Secretariat because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct etc. immediately and provide immediate replacements.

22. The Firm's personnel, engaged in the office of Cabinet Secretariat shall not claim any benefit / compensation / absorption / regularization of services from this office under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970, Payment of Wages Act, 1936, Minimum Wages Act, 1948, Employer's Liability Act, 1938, Workmen Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made there under from time to time. Undertaking from the persons to this effect shall be required to be submitted by the Firm to Cabinet Secretariat.

23. The persons of the Firm shall not divulge or disclose to any persons any details of this office, operation process, technical know-how, security arrangements, administrative/ organizational matters as all are confidential / secret in nature.

24. The Firm's personnel working in this office should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote and enhance the image of Cabinet Secretariat. The Firm shall be responsible for any act of indiscipline on the part of the persons deployed by them. The personnel recruited by the Firm or the Firm itself shall not interfere with the duties of the employees of Cabinet Secretariat.

25. The Firm shall ensure proper conduct of their persons inside the office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, chewing tobacco or any other prohibited substances.

26. The transportation, food, medical and other statutory requirements in respect of each person of the Firm shall be the responsibility of the Firm.

27. It shall be the responsibility of the Firm to issue the employment card to the workers as per the prescribed format and maintain the muster roll, the wage register and other registers / documents as provided in the Contract Labour (Regulation & Abolition) Act. It shall be the responsibility of the Firm to provide photo-identity cards to the persons employed by them for carrying out the work. These identity cards are to be constantly displayed and renewed at the appropriate time and their loss is to be reported to the Firm and this office immediately.



28. Firm shall provide a substitute well in advance if there is any probability of the persons leaving the job due to his/ her own personal reason. The payment in respect of the overlapping period of the substitute shall be the sole responsibility of the Firm.

29. Cabinet Secretariat shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Firm.

30. On the expiry of the agreement, the Firm will withdraw all its persons and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employment or non-employment by the persons of the Firm, it shall be the entire responsibility of the Firm to pay and settle the same. In any event, it will be the responsibility of the firm to clear all the due payments for its employees.

31. In case of failure by the Firm to comply with any statutory requirement/ terms of the agreement/ withdraws the services or Cabinet Secretariat terminates the contract for violation of terms and conditions/ deficiency in service during the period of contract, the contract shall be terminated, the Performance Guarantee shall be invoked and the Firm would be disqualified from participation in any future tenders of the Cabinet Secretariat.

32. Cabinet Secretariat reserves the right to terminate the contract any time without assigning any reason whatsoever for which the contractor shall not be entitled to any compensation.

33. Any dispute regarding working hours and of compensation payable to the workers deployed by the Firm will be the responsibility of the Firm and no representation will be entertained on this issue by this office. The Firm shall totally indemnify this office in this regard.

34. All liabilities arising out of any legal dispute, accidents etc. shall be borne/ paid by the firm and Cabinet Secretariat shall not be liable in any manner whatsoever.

35. Jurisdiction for legal dispute, if any, arising during the currency of the agreement, will be Delhi Courts only.



Annexure - III
Technical Bid

Subject: Quotation for outsourcing the services of MTS (Outsourced)

S. No.	Particulars	To be filled in by the firm/tenderer (Mention page Number)
1.	Name of the Firm with Address (attach copy of registration with date & validity under Shops/Establishment Act)	
2.	Details of Bid Security Deposit (i) Amount (ii) Draft No (iii) Date (iv) Issuing Bank	
3.	Proof of last 3 years' experience in the form of attested copies of contract letters entered with the Govt. Departments with a list of Clients. (attach a complete list)	
4.	Whether the firm enclosed the attested copies of (i) latest Audited accounts (ii) Latest IT Returns filed and (iii) IT Clearance Certificate	
5.	Whether the firm enclosed the attested copies of (i) ESI Registration with Code no. (ii) EPF Registration (iii) PAN/TAN Card (iv) Service Tax Code No./VAT Account No.	
6.	Whether the firm enclosed the notarized affidavit of Undertaking that the workers going to be employed in performance of the contract would be paid minimum wages as per orders of Govt. of NCT of Delhi and fulfill all statutory requirements with respect to ESI, EPF etc., with reference to those workers.	



7.	Whether the firm is blacklisted/ debarred by any Government Ministry/Department/PSU or any criminal case is registered against the firm or its owner/partner anywhere in India.	
8.	Whether the firm accepts the terms and conditions as laid down in Annexure-III.	

*Only requisite documents are to be attached.

**Signature of the authorized signatory
of the Tenderer with Seal of the Firm**
Phone No.
FAX No.
e-mail:

Place:-
Date:-



Financial Bid

Annexure - IV

Subject: Quotation for outsourcing the services of MTS (Outsourced)

Sl. No.	Item head	Rate per month in Rs.
1	Worker's Wage per person per month	
2	Employees Provident Fund as per existing rule.	
3	Employees State Insurance as per existing rule.	
4	Contribution of Bonus, if any @ 8.33% of ₹ 3500/-	
5	Any other liability (Please indicate)	
6	➢ Firm's Administrative Service Charges	
7	Service Tax per month as per existing rule.	
8	Total (column 1 to 7)	

- Rates to be quoted as per the minimum wages fixed by the Government of National Capital Territory of Delhi for Unskilled labour.
- Please see Clauses 8 to 10 of Annexure-I of this tender document.
- Attach the latest orders of State/Central Government regarding minimum wages and statutory deductions relating to EPF and ESI etc.

**Signature of the authorized signatory
of the tenderer with seal of the firm**

Place:-
Date:-



Notarized Affidavit of Undertaking

I, _____ son/daughter/wife of
Shri _____, Proprietor/ Director/ authorized
signatory of the Company/Firm, is competent to sign this declaration and execute
this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them.
3. The information/documents furnished along with the above tender form are true and authentic to the best of my knowledge and belief. I am well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
4. **I shall abide by the orders of Government of NCT of Delhi regarding payment of wages to the workers.** I shall provide the facilities of Employment Provident Fund and Employees State Insurance Schemes to the workers provided to Cabinet Secretariat, Rashtrapati Bhavan through statutory deduction like **EPF and ESI contributions** and I shall submit the documents to the competent authority on demand/ on monthly basis.

Signature & name of the authorized signatory
of the Tenderer with Seal of the Firm

Place :

Date :

