

F.No.3-1/2014-Genl.  
Government of India  
Ministry of Women & Child Development

Shastri Bhawan, New Delhi-110003.  
Dated: 10<sup>th</sup> December, 2014.

To

As per list

Sealed tenders are invited from experienced and reputed Manpower Agencies for outsourcing of services of Staff Car Drivers in Ministry of Women & Child Development.

2. Driver should essentially have:-

- (i) A valid driver driving licence for Light Motor Vehicle (Four Wheeler).
- (ii) Knowledge of motor mechanism. The driver should be able to repair minor defects in vehicles.
- (iii) Experience of driving a motorcar for at least 2 years in Delhi and not been involved in any accident.
- (iv) It is desirable that the driver has qualified minimum 8th Standard & is preferably 10<sup>th</sup> Standard pass.

3. The number of present requirement of driver is two and may vary from time to time.

4. The period of contract would be valid for one year and the rates at which the contract is awarded will be valid throughout the period of contract. No claim whatsoever on account of increase in wages/DA etc. shall be entertained except as per revision of minimum wages by Labour Department, Govt. of NCT of Delhi. It will be the responsibility of contractor to bear such additional expenses.

5. Only those who fulfill the following minimum criteria need to apply :-

- (i) Manpower agency should have been in existence for not less than three years.
- (ii) The registered office or one of the branch offices of the manpower agency should be located either in Delhi/NCR.
- (iii) Should have been registered with the concerned authorities.
- (iv) It should be registered with appropriate authority under Employee Provident Fund and Employees State Insurance Acts.
- (v) It should not have been blacklisted by the Government or by any organization.
- (vi) It should be willing to take up the contract on the terms and conditions as at Annexure-I.

6. An earnest money of 10,000/- in the form of demand draft/pay order in favour of Pay & Accounts Officer, Ministry of Women & Child Development, New Delhi

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should be furnished alongwith the tender. Tenders received without EMD will not be considered/entertained.

7. The tender should be submitted in two sealed covers.

(i) The first sealed cover should be superscribed "Technical Bid" and should contain:-

- a. Copy of Registration Certificate.
- b. Copies of EPF and ESI certificates.
- c. Agency profile including previous experience of manpower supplied to Government Department.
- d. Copy of PAN Card.
- e. Copy of Sales Tax/Service Tax registration certificate.

(ii) The second sealed envelope superscribed "Financial Bid" should contain only rates which is to be quoted on monthly basis. No overwriting or cutting is permitted in the Financial Bid.

(iii) Both the sealed cover should be placed in the main sealed envelop superscribed "Tender for supply of outsourced drivers". This should be addressed to Under Secretary (General), Ministry of Women & Child Development, Shastri Bhavan, Dr. Rajendra Prasad Road, New Delhi-110001 and should be dropped in the Tender Box located outside Room No.629 'A' Wing, Shastri Bhavan, New Delhi **by 11.00 AM on 22nd December, 2014.**

8. The tenders received will be opened by the Tender/Purchase Committee of the Ministry at 11.30 AM on 22nd December, 2014 in Room No.-746 'A' Wing, Shastri Bhavan, New Delhi or any other venue as may decided by the Committee in presence of the participating bidders (one member only) who wish to be present. No request for extension of opening date/time of tenders will be considered.

9. The competent authority of the Ministry of Women & Child Development reserves the right to annul any or all bids without assigning any reason.

11. The tender document alongwith the relevant enclosures may also be downloaded from the Ministry's website i.e. [www.wcd.nic.in](http://www.wcd.nic.in).

*Shailendra Kureel*  
(Shailendra Kureel)

Under Secretary to the Govt. of India.

Tele No. 23382676

Copy to:-

1. TD (NIC) with the request to upload this tender notice on the website of the Ministry.
2. All Ministries/Departments of Government of India, New Delhi with the request to bring it to the notice of the service providers engaged by them in this regard.

**Terms & Conditions**

1. The Ministry of Women & Child Development is a Central Government office and has five working days (Monday to Friday) a week. Working hours would be normally from 9.00 AM to & 5.30 PM during working days including half-hour lunch break in between. However, in exigencies of work, the driver may be required to sit late and called on Saturdays, Sundays and gazetted holidays, if required. However, extra wages may be paid by the Ministry at the approved rates.
2. The agency shall ensure that the persons deployed in the Ministry 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 deploying. The character and antecedents of each personnel of the service provider shall 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 the Ministry.
3. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
4. The persons deployed by the agency should be polite, cordial, positive and efficient, while doing their duty or in the office premises. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by the Agency. The service provider shall ensure proper conduct of their persons while on duty or in the office premises.
5. The service provider shall provide a substitute well in advance if there is any probability of the person going on leave or 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.
6. The agency will be wholly and exclusive responsible for payment of wages to the person 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, Employee Provident Fund, ESI Act etc. and the Ministry shall not incur any liability for any expenditure whatsoever on the person employed by the agency on account of any obligation. The agency will be required to provide particular of PF and ESI contributions of its employee engaged in the Ministry.
7. The agency shall also be liable for depositing all taxes, levies, cess etc. on account of services rendered by it to this Ministry to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
8. The agency shall maintain all statutory registers under the applicable law. The agency shall produce the same, on demand, to the concerned authority of this Ministry or any other authority under law.

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9. Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Department as amended from time to time and a certificate to this effect may be obtained on demand from this Ministry.

10. In case, the agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Department is put to any loss/obligation, monetary or otherwise, the Ministry will be entitled to get itself reimbursed out of the outstanding bills or the performance security deposit of the agency, to the extent of the loss or obligation in monetary terms.

11. The rate quoted should be exclusive of service tax. The service tax will be paid additionally only after receiving the photocopy of the service tax registration certificate. No service tax will be paid if the operator fails to provide proof of valid service tax registration. Latest income tax clearance certificate and PAN is also required to be submitted by the operator.

12. The Ministry 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. This Ministry shall also not be liable for any claims, financial or other injury to any person deployed by the service provider in the course of their performing the duties, or for payment towards any compensation or in violation of traffic rules and the fine/challan towards it shall be borne by the Agency.

13. 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 office, during the contract period, or, after expiry of the contract.

14. That the agency on its part and through its own resource shall ensure that the vehicle goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employee etc. If the Ministry 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 reimburse to the Ministry for the same. The agency shall keep this Ministry fully indemnified against any such loss or damage.

15. The Ministry 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.

16. The successful bidder shall furnish a Performance Security Deposit equivalent to Rs.20,000/- in the shape of F.D.R. in the name of the Ministry of Women & Child Development, New Delhi for the period of contract. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by the Ministry or 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 besides annulment of the contract.

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17. The successful bidder will enter into an agreement with the Ministry for supply of suitable and qualified /skilled manpower as per requirement of this Ministry on these terms and conditions. The agreement will be valid for a period of one year commencing from and shall continue to be in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification except on revision of the minimum wages by the Govt. of NCT of Delhi shall be entertained before expiry of the period of one year.

18. The service provider shall not assign, transfer, pledge or contract the performance or service without the prior written consent of the Ministry.

19. However, the agreement can be terminated by the either party by giving one months' notice in writing in advance. If the agency fails to give the required notice within the stipulated period, one month's wages etc. and any amount due to the agency from the Ministry shall be forfeited by the Ministry.

20. That on the expiry of the agreement as mentioned above, the agency would withdraw its personnel and clear his accounts by paying all his legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

21. The conditional bids shall not be considered and will be out rightly rejected in very first instance.

18. In the event of any dispute touching any of the clause of the agreement, the matter will be referred to the Head of Department, Ministry of Women & Child Development whose decision shall be binding on both the parties.

22. Head of Department of this Ministry reserves right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

*Shailendra Kureel*  
(Shailendra Kureel)  
Under Secretary to the Govt. of India.  
Tele No. 23382676

Annexure-II

1. I \_\_\_\_\_ Son/Daughter/Wife of Shri/Smt. \_\_\_\_\_ Proprietor/Director/authorized signatory of the agency/firm, mentioned above 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 for providing Staff Car Driver to Ministry of Women & Child Development, New Delhi and undertake to abide by them.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We, am/are well aware of the fact that furnishing of any false information/fabricated documents would lead to rejection of my/our tender at any stage besides liabilities towards prosecution under appropriate law.
4. That our agency/firm has not been blacklisted by any organization.

\_\_\_\_\_  
Signature of authorized person

Full Name:

Seal:

Date:

Place:

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## FINANCIAL BIDS for hiring of Drivers on monthly basis

S.No.	Particulars	Amount (in Rupees)
1.	Rate per Driver per Month (Including PF, ESI etc.)*	
2.	Service Tax	
3.	Service/Admn. Charges **	
4.	<b>Total</b>	
5.	Overtime Allowance (per hour) after normal duty hours. (9 AM to 5.30 PM)	

\* Rates quoted should be equal to or more than the minimum wages prescribed under Minimum Wages Act.,1948 as applicable in the NCT of Delhi.

\*\* Service/Admn. Charges cannot be "NIL" or "Zero."

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