

**No. NMEW/90/2017-ADMN (NMEW)**  
**Government of India**  
**Ministry of Women & Child Development**  
**Mahila Shakti Kenra (MSK)**

**1<sup>st</sup> Floor, Jeevan Tara Building,**  
**Parliament Street, New Delhi**  
**Dated:17<sup>th</sup> September,18**

Subject: Issuance of fresh tender in order to outsource support staff [Data Entry Operators, Stenographers and MTS] on contract basis for Mahila Shakti Kendra(MSK) from reputed agencies.

SEALED QUOTATIONS are invited from reputed/registered manpower agencies for out sourcing the services of 03 Stenographers, 05 Data Entry Operators and 06 MTS to work as support staff in Mahila Shakti Kendra, Ministry of Women & Child development as elaborated below:-

<b>Requirement</b>	<b>03 Stenographers. (The Number may vary from time to time)</b>
Qualification	Intermediate or 10+2 qualification from a recognized University with good knowledge of English and proficiency in computer operation with knowledge of MS Word, MS Access, Excel, internet etc. Candidates should have a stenography speed of 80 wpm for a dictation of 10 minutes and its transcription in 50 minutes in English. Graduate candidates will at least be paid wages in accordance with the minimum wages fixed by the Govt. of NCT of Delhi.
Age	Not below 21 years
Experience	At least 01 year experience, preferably in Government Organization, is desirable.
<b>Requirement</b>	<b>05 DEOs. (The numbers may vary from time to time)</b>
Qualification	Intermediate or 10+2 qualification from a recognized University with good knowledge of English and proficiency in computer operation with knowledge of MS Word, MS Access, Excel, internet etc. Candidates should have a typing speed of 40 wpm in English. It is desirable that the candidate should have at least one year formal education at 10+2 or at higher level in IT/computers as a subject. Graduate candidates will at least be paid wages in accordance with the minimum wages fixed by the Govt. of NCT of Delhi.
Age	Not below 21 years
Experience	At least 01 year experience, preferably in Government Organization, is desirable.
<b>Requirement</b>	<b>06 MTS (The numbers may vary from time to time)</b>
Qualification	Matriculate or equivalent to 10 <sup>th</sup> passed from a recognized Board. Matriculate but not graduate candidates will at least be paid wages in accordance with the minimum wages fixed by the Govt. of NCT of Delhi.
Age	Not below 18 years
Experience	At least 01 year, preferably in Government Organization is desirable.

2 As per Government of NCT of Delhi, Labour Department, there are three categories exist in Scheduled Employments in respect of Clerical and Supervisory Staffs. The three categories are Non-Matriculates, Matriculates but not Graduates, Graduates and above. The rate of minimum wages will be applicable under the Minimum Wages Act, 1948, in National Capital Territory of Delhi vide notification No. (12(142)/11/MW/Lab/2023-47 dated 26.07.2011. The payment to outsourced Stenographers, Data Entry Operators and MTS will be released accordingly by the Agency and the bill thereafter will be submitted to MSK, MWCD. No registration fees the firm will charge by the Agency from the employees at the time of initial engagement.

3. The persons deployed by the Agency should not have any adverse police record/criminal case against them. The agency should make adequate enquiries and certify about the character and antecedents of the persons whom they deploy. A copy of the police verification report should be deposited in the Ministry within 45 days. In this regard, the Agency will follow up the guidelines issued by the Ministry of Home Affairs vide their O.M. No. 11012/110/2014-Cdn(Pt-i), dated 18th March, 2015.

4. The initial period of contract would be twelve months, further extendable subject to satisfaction of the performance of the Agency with such amendments as may be mutually agreed to and also subject to the necessary approval of the competent authority. The manpower will have to be supplied by the Agency within 7 days of award of contract.

5. Terms and Conditions are as follows:-

- (i) All services shall be performed by persons qualified and semi-skilled/skilled in performing such services as per the eligibility criteria indicated for the category.
- (ii) The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
- (iii) The Service Provider shall withdraw such employees who are not found suitable by MSK Division, Ministry of WCD for any reasons immediately on receipt of such a request from the Ministry.
- (iv) The service provider shall engage necessary persons as required by this Ministry from time to time. The said persons 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 through ECS before 7th day of working of the next month and provide a proof of doing so to the Ministry. Contribution of EPF must be complied as per EPF & MP Act, 1952. The Company/Firm/Agency will provide proof of receipt of wages by the workers before the end of each month. There is no Master & Servant relationship between the employees of the service provider and this Ministry and further that the said persons of the service provider shall not claim any absorption in the Ministry, on any ground whatsoever.
- (v) The service provider's personnel shall not claim any benefit/compensation/absorption/regularization of services from/in this Ministry under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to the Ministry.
- (vi) The service 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 these matters are of confidential/secret nature.
- (vii) The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this Ministry.
- (viii) The service provider shall be responsible for any act of indiscipline on the part of persons deployed by the Agency.
- (ix) That the persons deputed shall not interfere with the duties of the employees of MSK Division, Ministry of WCD.
- (x) The MSK, Ministry of WCD may require the service provider to remove from the office, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct or due to any other reason whatsoever, the service provider shall forthwith comply with such direction and shall replace such person immediately.

- (xi) The service provider shall ensure proper conduct of their persons in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.
- (xii) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
- (xiii) Working hours would normally be 8 ½ hours per day from 9.00 A.M. to 5.30 P.M. during working days including half hour lunch break in between. However, 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. **They may be allowed 12 days of absence in a year**
- (xiv) 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 Act, ESI Act, etc. and the Ministry shall not incur any liability of the service provider for any expenditure whatsoever on the persons employed by the agency on account of any such statutory obligation. The agency will have to provide particulars of EPF, ESI of its employees engaged in the Ministry, on monthly basis, along with bill submitted by them.
- (xv) The service provider will submit the bill in PDF format through e-mail along with a hard copy of bill in original in respect of a particular month in the first week of the next month along-with copies of receipts towards EPF/ESI/Service Tax deposition for the previous month and copies of attendance register(s). 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.
- (xvi) Payments to the service provider would be strictly on certification by the officer with whom the person deployed is attached that his services were satisfactory and his attendance certified as per the bill preferred by the service provider.
- (xvii) The service provider will have to provide the required number of additional persons for a shorter period also, in case of any exigencies as per the requirement of this Ministry.
- (xviii) The service provider shall provide 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.
- (xix) The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from Ministry to the service provider shall be acknowledged immediately on receipt, on the same day. The Service Provider shall strictly observe the instructions issued by the Ministry in fulfillment of the contract from time to time.
- (xx) This 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.
- (xxi) That the agency on its part and through its own resources shall ensure that the goods, materials and equipment 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 employees, 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 the Ministry fully indemnified against any such loss or damage.
- (xxii) 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.

- (xxiii) **The successful bidder shall furnish a Security Deposit which will be a percentage of the bid amount and it will be determined on later stage.** The SD will be in the form of an account payee demand draft drawn in favour of the "Pay and Accounts Officer, Ministry of Women and Child Development, New Delhi" payable at New Delhi/ Fixed Deposit Receipt from a commercial bank/ Bank Guarantee from a commercial bank, in an acceptable form, safeguarding the interest of the Ministry in all respects. The security deposit shall remain valid for a period of sixty 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 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.
- (xxiv) The successful bidder will enter into an agreement with this Ministry for supply of suitable and qualified manpower as per requirement of this Ministry on these terms and conditions. The agreement will be valid for a period of twelve months from the date of contract and shall continue to be in force in the same manner, unless terminated in writing. The charges quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the period of one year. However, in case the contract has been given at minimum wages, the minimum wages will be revised so that the same is not less than the minimum wages decided by the Govt. of NCT of Delhi from time to time. The contract/agreement is further extendable subject to satisfactory performance of the agency with such amendments as mutually agreed upon.
- (xxv) The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this Ministry.
- (xxvi) 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 the Ministry shall be forfeited by the Ministry.
- (xxvii) 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-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
- (xxviii) In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Secretary, Ministry of Women and Child Development, whose decision shall be binding on both the parties.
- (xxix) The Agency shall be responsible for faithful compliance of the terms and conditions of this agreement. Failure of it will attract forfeiture of the performance security deposit as well as the termination of their contract and getting the work done through some outside agency at their cost and risk, during the remaining period of contract.

**6. Only those, who fulfill the following minimum eligibility criteria, should submit their bids:**

- (a) The manpower Agency should be in existence for not less than five years.
- (b) The annual turnover of the agency should not be less than Rs. 1.50 crores for the last financial year.
- (c) It should be registered with the concerned Government Authorities and a copy of the registration should be attached with the Technical bid.
- (d) It should have PAN and Service Tax /GST Registration Numbers, a photocopy of which should be attached with the Technical bid.
- (e) It should not have been blacklisted by any organization. Necessary declaration to this effect should be attached with the Technical bid.

- (f) It should be willing to take up the contract on the terms and conditions as cited in paras above.
- (g) The agency should be **ISO** certified.
- (h) The agency should have completed the work of Rs. 50 lakh in respect of supplying of manpower i.e. DEOs/Stenos/MTS during each of the last three financial years.
- (i) The agency should submit a proof for submitting PF&ESI to the concerned authorities for the last six months.
- (j) The agency has to fulfill the statutory requirements.

7. **An Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty thousand only)** in the form of demand draft drawn in favour of the "Pay and Accounts Officer, Ministry of Women and Child Development, New Delhi" must be submitted along with the Technical bid, failing which the bid shall not be considered valid.

8. The tenders should be submitted in two sealed covers.

(A) The first sealed cover super-scribed as "Technical Bid" should contain the following items:-

- (i) The pro-forma at Annexure-I, duly filled in, along with self-attested relevant documents/information.
- (ii) Agency profile including previous experience of manpower supply to Government Departments, etc.
- (iii) Demand Draft for Earnest Money Deposit.
- (iv) All other required documents

(B) The second sealed envelope super-scribed as 'Financial Bid' should contain only rates for supply of stenographers on monthly basis for normal duty of 8 hours per day (excluding lunch of half hour) per person for five days a week and should be based on the minimum wages fixed by the Government of NCT of Delhi under Minimum Wages Act, 1948.

(C) **Both the sealed covers should be placed in the main sealed envelope super-scribed 'Tender for supply of Stenographers, Data Entry Operators and MTS separately. This should be addressed to the Under Secretary, Mahila Shakti Kendra, Ministry of Women and Child Development, 1<sup>st</sup> Floor, Jeevan Tara Building, Parliament Street, New Delhi and sent by post or hand delivered latest by 3.00 P.M on 28 .09.2018.**

9. The Technical bids will be opened on **01.10.2018 at 3.00 PM** by the Tender Opening Committee in the Conference Room of Mahila Shakti Kendra, Ministry of Women and Child Development, 1<sup>st</sup> Floor, Jeevan Tara Building, Parliament Street, New Delhi in the presence of the participating bidders, who may like to be present.

10. The Technical Evaluation Committee will assess the ability of the agencies to supply requisite number of personnel in different categories based on its record, profile, and on such other criteria as it may be fixed and only those found fit will be eligible for financial bid opening. The eligible Agencies will be intimated about the date and time of opening of Financial Bid and they may participate in the process.

11. All the tenders are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotation is accepted by this Ministry.



( Samir Sinha)

Under Secretary to the Govt. of India

## ANNEXURE-I

Sl. No.	Particulars	To be filled in by the Tender
	Name of the Agency	
	Details of EMD	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
	Date of establishment of the agency	
	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
	Whether registered with all concerned Government Authorities. (Copies of all certificates of registration to be enclosed.)	
	PAN ( copy to be enclosed)	
	Service Tax Registration Number (copy to be enclosed)	
	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India (If no, an undertaking to this effect is to attached in this regard.)	
	Length of experience in the field	
	Experience in dealing with Govt. Departments (Indicate the names of the Departments and years of dealing with those Departments and attach copies of contracts orders placed on the agency.)	
	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance of the same, is attached.	
	Whether agency profile is attached?	
	List of other clients	

**ANNEXURE-II**

**Financial Bid**

**For providing outsourced employees to the Ministry of Women and Child Development**

1. **Name of tendering Company/Firm/Agency** \_\_\_\_\_

2. **Details of Earnest Deposit: Rs. 50000/- DD/PO No. & Date:**.....

.....

**Name of the Bank & Branch:**.....

**Rates per person per month (8 hours excluding ½ hr. lunch) is Rs.**.....

<b>Sl. No.</b>	<b>Component of Rate</b>	<b>Amount in Rupees</b>
1.	Daily wage Rate (Not less than minimum wages as per MWA, 1948)	
2.	Employees Provident Fund as per applicable rates	
3.	Employees State Insurance as per applicable rates	
4.	Service Tax Liability as per applicable rates	
5.	Any other statutory or legal liability ( Please indicate)	
6.	Contractors Admn/Service Charge	
	<b>Total (Column 1 to 6 above)</b>	