

RASHTRIYA MAHILA KOSH
An Autonomous body under Ministry of Women and Child Development
GOVERNMENT OF INDIA

New Delhi-110016
28.09.2015

TENDER DOCUMENT

**For providing Clerks, Attendants and Safai Karamcharis to the RMK by a private
Manpower Agency on outsourcing basis**

Date of issue of Tender Document: 28th September, 2015

Date & time for submission of Bids: 9.30 AM on 28th September, 2015 to 3:00 PM on
20th October, 2015

Date & time for opening of Technical Bids: At 3.30 PM on 20th October, 2015

1 Rashtriya Mahila Kosh (RMK) invites sealed tenders/bids from reputed, well established and financially sound Manpower Companies / Firms / Agencies to provide 03 Data Entry Operators (Graduates), 04 Peons (Matriculate) at the Office of Ministry of Women and Child Development, Shastri Bhawan, New Delhi-110001 and 02 Data Entry Operators (Graduates), 01 Peons (Matriculate), 01 Safai Karamcharis (Unskilled) and 01 Security Guard (Unskilled) at Office of RMK at Dr.Durgabai Samaj Kalyan Bhawan, 4th Floor, B-12, Qutab Institutional Area, New Delhi-110016, initially for a period of one year. The requirement of D.E.O.'s (Graduate having thorough knowledge of computer), Peons (Matriculate) and Safai Karamcharis (Unskilled) and Security Guards (Unskilled) may increase or decrease during the period of contract.

2 Complete Tender Document may be obtained from Deputy Director (Admn.), RMK, Dr.Durgabai Samaj Kalyan Bhawan, 4th Floor, B-12, Qutab Institutional Area, New Delhi-110016 on all working days from 9.30 AM to 5.00 PM from 28.09.2015 to 20.10.2015. It can also be downloaded from the website of the RMK i.e. www.rmknic.in.

3 The interested Manpower Companies/Firms/Agencies except the bidders who already registered with Ministry of WCD / RMK, may submit their bids complete in all respects along with Earnest Money Deposit (EMD) amount of Rs. 30,000/-(Rupees Thirty thousand only) and other requisite documents latest by 3.00 P.M. on 20.10.2015 to the Deputy Director (Admn.), RMK, Dr.Durgabai Samaj Kalyan Bhawan, 4th Floor, B-12, Qutab Institutional Area, New Delhi-110016. No tender shall be entertained thereafter under any circumstances whatsoever.

4 RMK reserves the right to amend / withdraw any of the terms and conditions contained in the Tender Document or to reject any or all the bids without giving any notice or assigning any reason thereof. The decision of the RMK in this regard shall be final.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS FOR SUBMISSION OF TECHNICAL & FINANCIAL BIDS

1 The RMK intends to hire the services of a reputed, well established and financially sound Manpower Company / Firm / Agency (hereinafter referred to as an Agency) to provide services of D.E.O.s (Graduate), Peons (Matriculate), Safai Karamcharis (Unskilled) and Security Guard (Unskilled) on outsourcing basis in the O/o.RMK and O/o.MWCD Ministry.

2 The contract is likely to commence from November, 2015 and would continue for a period of one year. The period of the contract may be extended or curtailed as per requirement of the RMK. The RMK, however, reserves the right to terminate this contract at any time after giving one week's notice to the selected Manpower Agency.

3 The interested Agencies are required to submit "Technical Bid" and "Financial Bid" in separate sealed covers. Both these bids should be further sealed in a separate cover superscribed as "Bid for providing services of D.E.O., Peons, Safai Karamcharis and Security Guard to the RMK". The bids may be submitted latest by 3.00 P.M. on 20th, October 2015 to Deputy Director (Admn.), RMK, Dr.Durgabai Samaj Kalyan Bhawan, 4th Floor, B-12, Qutab Institutional Area, New Delhi-110016.

4 The Technical Bid shall be opened at 3.30 P.M. on 20th, October, 2015 in General Manager Cabin, RMK in the presence of representatives of agencies, if any, who may wish to be present. The financial bids of only those bidders will be opened who qualify technically. The date for opening of financial bids shall be intimated later on after scrutiny of technical bids.

5 The RMK reserves the right to reject any or all the bids without assigning any reason.

TECHNICAL BID REQUIREMENTS/CONDITIONS:

6. The tendering Agency should fulfill the following conditions:

- (a) The Registered Office or one of the Branch Offices of the Agency should be located either in Delhi / New Delhi;
- (b) The Agency should be registered with the appropriate registration authority;
- (c) The Agency should have at least three years experience in providing manpower to Government Ministries /Departments, Private Companies and Public Sector Companies / Banks etc;
- (d) The Agency should have its own Bank Account;
- (e) The Agency should be registered with Income Tax and Service Tax departments;
- (f) The Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

7. The tendering Agencies are required to enclose photocopies of the following documents (self-certified on each page), along with the Bids, failing which their bids shall be summarily/ out rightly rejected and will not be considered :

- a. Registration Certificate;
 - b. Copy of PAN / GIR Card;
 - c. Copy of the IT returns filed for the last three financial years (2012-2013, 2013-2014 and 2014-2015);
 - d. Copies of EPF and ESI certificates;
 - e. Copy of the Service Tax Registration Certificate;
 - f. Certified extracts of the Bank Account containing transactions during last three years.
8. The conditional bids shall not be considered and will be outrightly rejected.
9. All entries in the Bid Format should be legible and filled up clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Bid Formats. In case of overwriting/cutting, the tender shall be summarily rejected.
10. The Agencies shall engage necessary persons as required by RMK from time to time. The said persons engaged by the Agency shall be the employees of the service provider and it shall be the duty of the Agency to pay their salary every month through ECS and provide a proof of doing so to the RMK. The Agency will provide proof of receipt of wages by the workers before the end of each month. There will be no Master & Servant relationship between the employees of the Agency and RMK and further that the said persons of the Agency shall not be entitled to claim any absorption in RMK, on any ground whatsoever.
11. The Agency's persons shall not claim any benefit/compensation/absorption/regularization of services from/in RMK 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 Agency to the Ministry.
12. The Agency's persons 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.
13. The Agency's persons should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of this RMK. The Agency shall be responsible for any act of indiscipline on the part of deployed by it.
14. Security Consideration: 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 submitted to RMK within 45 days.

15. 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. The RMK shall not incur any liability of the Agency for any expenditure, whatsoever, on the persons employed by the agency on account of any such statutory obligation. The agency shall provide particulars of EPF, ESI of its persons engaged by it in the RMK on monthly basis along with bill submitted by it.
16. The Agency will submit the bill in triplicate in respect of a particular month in the first week of the following month along with copies of receipts towards EPF/ESI/Service Tax deposition for the previous month and copies of attendance register(s). Copy of separate ECR and separate e-challan reflecting PF deduction of previous month are to be attached with the claim for payment in the following month. Annual statement of accounts of EPF in respect of the persons reflecting opening balance, contributions, withdrawals, interest and closing balance, etc. are to be furnished at the end of the financial year.
17. No wage / remuneration will be paid to any person for the days of absence from duty.
18. The Agency shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from RMK to it shall be acknowledged immediately on receipt the same day. The Agency shall strictly observe the instructions issued by the RMK in fulfillment of the contract from time to time.
19. The RMK shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the persons deployed by the Agency.
20. The RMK will maintain an Aadhaar Based Biometric Attendance in respect of the persons deployed by the agency on the basis of which wages/remuneration will be decided in respect of the persons deployed at the approved rates.
21. The agency shall disburse the wages of the persons deployed before 7th of the following month.
22. The selected Agency will be required to sign an Agreement in the format to be provided by the RMK. If the successful agency fails to deploy the required manpower against the initial requirement within 20 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.
23. In the event of any dispute involving any of the clauses of the contract, the matter will be referred to the General Manager, RMK, whose decision shall be binding on both the parties.
24. The Agency shall be responsible for strict 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 its contract and getting the work done through some outside agency at its own cost and risk, during the remaining period of contract.

TERMS AND CONDITIONS:

GENERAL

1. The contract shall be for a period of one year unless it is curtailed or terminated by the RMK owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract or other unforeseen circumstances, etc.
2. The contract shall automatically expire on completion of one year unless extended further by the mutual consent of agency and the RMK.
3. The contract may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Agency and the RMK.
4. The Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this RMK.
5. The RMK, at present, has requirement of 05 D.E.O. (Graduate), 05 Peons (Matriculate), 01 Safai Karamcharis (Unskilled) and 01 Security Guard (Unskilled) on urgent basis. The requirement may further increase or decrease during the period of initial contract. In case of additional manpower requirement, the agency would have to provide the same on the existing terms and conditions of the contract.
6. The agency will be bound by the details furnished to RMK while submitting the bid or at subsequent stage. In case, any document furnished by the agency is found to be false at any stage, it would be deemed to be a breach of the terms of contract making it liable for legal action besides termination of contract.
7. The firm should have experience of supplying similar manpower to at least three Govt. Ministries/Departments during the last two years.
8. The RMK reserves the right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
9. The contracting agency shall ensure that the individual manpower {DEOs (Graduate), Peons (Matriculate), Safai Karamcharis (unskilled) and Security Guards (Unskilled)} deployed in the RMK conform to the following technical specifications of age, educational and skill qualifications:
 - (a) The D.E.O.s (Graduate) should be Graduate from a recognized University/Institution and between 21-35 years of age. The Peons should be Matriculate from a recognized Board and between 18-35 years of age.
 - (b) The D.E.O.s (Graduate) should be conversant with the working on the computers and should necessarily have knowledge of MS Word and preferably of LAN functions, MS Excel and MS Power Point packages and should have a typing speed of 35 words per minute on computer;

(c) The D.E.O.s (Graduate), Peons (Matriculate), Safai Karamcharis (Unskilled) and Security Guards (Unskilled) should furnish Character certificates from two Gazetted Officers of the Central Government/State Government;

(d) The antecedents of the persons to be deployed in the RMK should have been got verified by the agency from the local police authorities.

10. This RMK is a Central Government office and has five working days (i.e. Monday to Friday) in a week from 0930 hrs. to 1800 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs. Besides, the RMK also observes the Gazetted holidays notified by the Government of India from time to time. Like the regular employees of the RMK, the D.E.O.s (Graduate), Peons (Matriculate), Safai Karamcharis (Unskilled) and Security Guards (Unskilled) may also be required to attend the office on holidays in emergent circumstances.

11. The Agency shall furnish the following documents in respect of the persons who will be deployed by it in the RMK before the commencement of work:

- a. List of persons;
- b. Bio-data of the persons;
- c. Self-attested copy of Matriculation certificate indicating date of birth;
- d. Self-attested copy of Graduation Certificate in respect of Clerks (Graduate);
- e. Character certificate from two Gazetted officers of the Central / State Government;
- f. Certificate of verification of antecedents by local police authorities.

12. In case, the person employed by the contracting Agency commits any act of omission / commission that amounts to misconduct / indiscipline / incompetence, the Agency will be liable to take appropriate disciplinary action against such person, including his/her removal from the office, if so required by the RMK.

13. The Agency shall replace immediately any of its personnel who is found unacceptable to the RMK because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from the RMK.

14. The persons deployed shall be required to observe punctuality in attending office. In case, a person deployed is absent on a particular day or comes late / leaves early on two occasions in a month, one day's wage shall be deducted.

15. The agency shall depute a coordinator who would be responsible for immediate interaction with the RMK so that optimal services of the persons deployed by the agency could be availed without any disruption.

16. The agency shall immediately provide a substitute in the event of any person leaving the job due to his / her personal reasons. The delay in providing a substitute beyond three working days would attract a penalty @ Rs.200 per day on the agency.

17. It will be the responsibility of the service providing agency to meet transportation, food, medical and any other requirements in respect of the persons deployed in the RMK and the RMK will have no liability in this regard.

18. For all intents and purposes, the agency shall be the "Employer" within the meaning of different Labour Legislations in respect of D.E.O.s (Graduate), Peons (Matriculate), Safai Karamcharis (Unskilled) and Security Guards (Unskilled) so employed and deployed in the RMK. The persons deployed by the agency in the RMK shall not have claims of any Master and Servant relationship against the RMK.

19. The Agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed. The RMK shall, in no way, be responsible for settlement of such issues whatsoever.

20. The RMK shall not be responsible for any financial or other injury to any person deployed by the agency in the course of his/her performing the functions/duties, or for payment towards any compensation.

21. The persons deployed by the agency shall neither claim nor shall they be entitled to any pay, perks and other facilities admissible to regular employees of the RMK during the currency or after expiry of the contract.

22. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to any claim for any absorption in the regular / otherwise capacity in the RMK.

LEGAL

23. The agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the RMK.

24. The agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the RMK to the concerned tax collection authorities from time to time as per extant rules and regulations.

25. The agency shall maintain all statutory registers required under the Law. The agency shall produce the same on demand, to the concerned authority of the RMK or any other authority under Law.

26. The Tax Deduction at Source (T.D.S.) shall be ensured as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by the RMK.

27. In case, the agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the RMK is put to any loss / obligation, monetary or otherwise, the RMK shall be entitled to get reimbursement out of the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

FINANCIAL

28. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable, of Rs.30,000/-(Rupees Thirty thousand only) in the form of Demand Draft / Pay Order drawn in favour of Rashtriya Mahila Kosh, New Delhi, failing which the tender/bid shall be rejected outrightly.

29. The EMD in respect of the successful bidder shall be returned without any interest after finalization of the bids and deposit of the Performance Security Deposit. The EMD in respect of the unsuccessful bidders shall be returned to them without any interest after finalization of the bids.

30. The successful bidder will have to deposit a performance security deposit of Rs.1,00,000/- (Rupees One lakh only) in terms of GFR in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee in favour of Rashtriya Mahila Kosh, New Delhi which shall remain valid upto a period of 60 days beyond the completion of all contractual obligations. In case, the contract is further extended beyond the initial period, the FDR/BG will have to be accordingly renewed by the successful bidder.

31. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this RMK besides termination of the contract.

32. The RMK reserves the right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.

(Saravanan R)

Deputy Director (Admn.)

Tele. 011-2656 7188

THE SELECTED AGENCY SHALL BE REQUIRED TO SUBMIT THE FOLLOWING DOCUMENTS:

1. List of D.E.O.s (Graduate), Peons (Matriculate), Safai Karamcharis (Unskilled) and Security Guards (Unskilled) short listed by agency for deployment in the RMK containing full details regarding names, date of birth, educational qualification, marital status, permanent & present address(s), etc.
2. Complete Biodata of all persons.
3. Character certificates from two Gazetted Officers of the Central / State Government in respect of all persons;
4. A copy of the police verification report should be submitted to the RMK within 45 days.

TECHNICAL BID FORMAT

Providing D.E.O.s (Graduate having proficiency in Computer), Peons (Matriculate), Safai Karamcharis (Unskilled) and Security Guards (Unskilled) to the RMK

1. Name of Tendering Company/ Firm / Agency: _____
(Attach certificate of registration)
 2. Name of Proprietor / Director of Company / Firm / Agency : _____
 3. Full Address of Registered Office _____
Telephone No./Mobile No. _____ FAX No.: _____
E-Mail Address : _____
 4. Full address of Operating / Branch Office _____
Telephone No./Mobile No. _____ FAX No. : _____
E-Mail Address : _____
 5. Name of Bank of the Company / Firm / Agency with full address: _____
(Attach certified copy of statement of A/c for the last three years)
Telephone No. of Bank : _____
 6. PAN / GIR No. : _____ (Attach Self Certified copy)
 7. Service Tax Registration No. : _____ (Attach Self Certified copy)
 8. E.P.F. Registration No. : _____ (Attach Self Certified copy)
 9. E.S.I. Registration No. : _____
 10. Financial turnover of the Company / Firm / Agency for the last 3 Financial Years:
(Attach separate sheet, if space provided is insufficient)
 11. Details of the major similar contracts handled by the Company / Firm / Agency during the last three years: (Attach Self Certified copy)
(if the space provided is insufficient, a separate sheet may be attached)
 12. Details of Earnest Money Deposit: Rs.30,000/- (Rupees Thirty thousand only)
- D.D. / P.O. No. & Date : _____ Drawn on Bank : _____

| Sl. No. | Details of client along with address, telephone and FAX numbers | Amount of Contract (Rs. in lakh) | Duration of Contract | |
|---------|---|----------------------------------|----------------------|----|
| | | | From | To |
| 1. | | | | |
| 2. | | | | |

DECLARATION

1 I, _____ Son / Daughter / Wife of Shri _____, Proprietor / Director / authorized signatory of the company/Firm/Agency, 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 and undertake to abide by them;

3 The information / documents furnished along with this tender 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/our tender at any stage, besides liabilities towards prosecution under appropriate law.

(Signature of authorised person)

Date:

Full name:

Place:

Seal:

Note: Please ensure that all documents which are to be submitted with the Technical Bids are arranged in the order in which they are mentioned above.

FINANCIAL BID FORMAT

1. Rates (to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi for clerical Staff)
2. Rates per person per month (8 hours excluding ½ hour lunch) for D.E.O.s (Graduate), Peons (Matriculate), Safai Karamcharis (Unskilled) and Security Guards (Unskilled) are as given below:
 - (i) D.E.O.s
 - (ii) Peons
 - (iii) Safai Karamcharis
 - (iv) Security Guards

| Si. No. | Component of Rate | Amount in Rupees | | | |
|------------------------------|---|----------------------|------------------------|-------------------------------------|-------------------------------|
| | | D.E.O. (Graduate) | Peons (Matriculate) | Safai Karamcharis (Unskilled) | Security Guard (Unskilled) |
| 1. | Daily Wage Rate (as per MWA, 1948) | Rs. | Rs. | Rs. | Rs. |
| 2. | Employees Provident Fund @.....% of 1 above (if applicable) | Rs. | Rs. | Rs. | Rs. |
| 3. | Employees State Insurance @% of 1 above | Rs. | Rs. | Rs. | Rs. |
| 4. | Service Tax Liability @% of | Rs. | Rs. | Rs. | Rs. |
| 5. | Any other liability (Pl. indicate) | Rs. | Rs. | Rs. | Rs. |
| 6. | Contractors Adm. / Service Charge | Rs. | Rs. | Rs. | Rs. |
| Total (Column 1 to 6) | | Rs. | Rs. | Rs. | Rs. |

(inclusive of all statutory liabilities, taxes, levies, cess etc.) with following break-up:

(Signature of authorized person)

Date: _____ Full Name: _____
Place: _____ Seal : _____

Note: 1. The rates may be quoted on monthly basis and not on daily basis. The rates quoted by the tendering agency should be inclusive of all statutory liabilities, taxes, levies, cess etc. in force at the time of entering into the contract.

2. The payment cut in wages shall be made on conclusion of the calendar month on the basis of absence number of working days for which duty has not been performed by each personnel. *****