

**F. No. 1-4/2017-GHSM  
Government of India  
Ministry of Culture  
(GHSM-Section)**

5<sup>th</sup> floor, Puratata Bhawan, INA  
New Delhi, Dated: 4<sup>th</sup> February, 2019

To

---As per List---

**Sub: Quotation for Hiring Services of one Assistant & two P.A./Stenographers on outsourcing basis for a period of one year in GHSM, Ministry of Culture-regarding.**

Sir/Madam,

Sealed tenders are invited for hiring of outsourcing agency for providing one Assistant & two P.A / Stenographers in GHSM under Ministry of Culture for a period of one year on outsourcing basis. Terms & Conditions are enclosed. The number of vacancies may go up according to requirement, in near future.

1. Eligibility criteria required for the post of:

I. Assistant:

• Essential Qualification:

a) A fresh candidate having educational qualification as graduate or equivalent degree from a recognized University / Institution;

b) Should have typing speed of 40 w.p.m. in English and have thorough knowledge of computer.

• Desirable Qualification:

Should have worked as an Assistant or equivalent post on contract basis in any Govt. Organisation.

II. P.A./stenographer

• Essential Qualification:

a) Fresh candidate having at least graduation qualification or an equivalent qualification from a recognized University/Institution.

b) Should have at least knowledge of Stenography at the speed of 80 w.p.m. or have thorough knowledge of Computers and typing.

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• Desirable Qualification:

Should have worked as a P.A./Stenographer equivalent post on contract basis in any Govt. Organization.

2. EMD of Rs. 15,000/- (Rupees fifteen thousand only) in the form of A/c payee Demand Draft / Fixed Deposit Receipts/Banker's Cheque or Bank Guarantee form any of the commercial bank in an acceptable form favoring DDO, GHSM, Ministry of Culture, New Delhi shall be furnished along with the bid. EMD of unsuccessful bidder shall be refunded without interest upon finalization of tender enquiry. **The quotation received without EMD will not be entertained.**

3. Proforma for financial bid is enclosed. No over writing or cutting is permitted in the financial bid form. If the firm quotes "NIL" charges over and above the minimum wages, the bid shall be treated as unresponsive and will not be considered.

4. The quotation as per proforma in sealed cover duly subscribing on envelop "quotation for Assistant & P.A./Stenographer" addressed to Section Officer, GHSM, must be dropped in the tender box placed at 5<sup>th</sup> floor, Puratatav Bhawan, INA, New Delhi - 110023. Quotations must reach to GHSM on or before 20<sup>th</sup> February, 2019 by 5:00 p.m. which will be opened on 25<sup>th</sup> February, 2019 at 11:00 AM.

5. The competent authority of Ministry of Culture reserves the right to cancel any or all bids without assigning any reason.

*Sunita*

(Sunita)

Under Secretary to the Government of India  
Phone: 011-24655184

**PROFORMA**

**Financial bid for providing Assistant & PA/Stenographer**

<b>Name of Posts</b>	<b>Wages per month to be provided</b>	<b>ESI @ 4.75%</b>	<b>PF @ 13.15%</b>	<b>GST @ 18%</b>	<b>Service Charge @</b>	<b>Total Cost per Month</b>
<b>Assistant</b>						
<b>PA/Stenographer</b>						

(Signature of Contractor/ Tenderer with seal)



TERMS AND CONDITIONS

1. The responsibility of statutory/compulsory deductions like EPF/Income Tax etc. will be of the Firm/Supplier. No extra payment shall be made by the Ministry.
2. The service provider will make payment of net salary to Assistant and PA/Stenographer on a fixed flat rate per personnel per month irrespective of the position in which the personnel shall be deployed.
3. The service provider shall submit the pre-receipted stamped bills (in triplicate) to the Ministry on monthly basis after completion of the month for payment. Ordinarily, the payment shall be made within 7 days from the date of submission of the bills.
4. The liability of service tax or any other tax or levies will be borne by the Company/Contractor.
5. The copies of appointment letter issued to the personnel deployed in the Ministry shall be provided to the Ministry.
6. The service provider will provide to the Ministry, a list of all personnel so deployed with permanent and present address along with their photographs. The character verification of the personnel through local police should be furnished at the time of deployment.
7. The Ministry shall have the right to terminate the contract at any stage without assigning any reason whatsoever. In case of any dispute, the decision of the Competent Authority of the Ministry will be final and binding.
8. Statutory obligations: The service provider is required to obtain and deposit a valid license from the competent licensing authority under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) central Rules, 1971 within 30 days of the date of the award of the contract. If the service provider is refused a license for any reason whatsoever or fails to obtain the license within the stipulated period of 30 days, the contract shall automatically stand terminated and the Ministry shall be at liberty to recover losses, if any, from the service provider.
9. The service provider shall ensure that the manpower engaged by them is pre-verified for character and antecedents before deploying them for duty in the Ministry.
10. The service provider shall be responsible for all acts of commission and omissions on the part of the manpower engaged for the purpose. The Ministry shall not be responsible in any manner, whatsoever, in matters of injury/death/health etc. of the service provider's employees performing duties under the contract.
11. The service provider will be responsible for any damages done to the property of the Ministry by the personnel so employed.

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12. The service provider shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged by him and the Ministry shall not be a party to any dispute arising out of such deployment by Contractor. The Agency shall arrange such facilities like EPF and ESI as provided for in the Contract Labour (Regulation and Abolition) Act, 1970 for the welfare and health of the workers deployed with the GHSM, Ministry of Culture.
13. It shall be the responsibility of the service provider to issue the employment card to the worker as per the prescribed format and maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation & Abolition) Act.
14. The Ministry has the right to demand for change/replace the personnel at any point of time.
15. The service provider will supply a panel of suitable candidates to enable a proper choice to be made and depending on the qualifications/credential/experience; the selection would be made by the Competent Authority in Ministry of Culture.
16. The service provider shall replace immediately any of its personnel, if they are unacceptable to the Ministry because of security risk, incompetence, conflict of interest and breach of confidentiality or frequent absence for duty/misconduct on the part of manpower supplied by the agency upon receiving written notice from Ministry.
17. 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 provides.
18. The service provider's personnel working in Ministry of Culture should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote goodwill and enhance the image of the Ministry. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
19. 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 are of confidential/secret nature.
20. The service provider's person shall not claim any benefit/compensation/absorption/ regularization of service with this Ministry under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.
21. Any dispute regarding working hours and regarding compensation to be paid to the workers deployed will be the responsibility of the service provider and no representation will be entertained on the issue by the Ministry of Culture.

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22. The service provider shall ensure deployment of suitable people from proper background 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 withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.
23. The service provider shall ensure proper conduct of his person in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
24. The service provider shall engage the necessary person as required by the Ministry from time to time. The said person 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 their salary every month by 7th day of the succeeding month. There is no Master & Servant relationship between the employees of the service provider and the Purchaser (Ministry of Culture). Further that the said person of the service provider shall not claim any absorption.
25. The transportation, food, medical and other statutory requirement in respect of each personnel of the service provider will be the responsibility of the service provider and that the Ministry will not entertain any claim in this regard.
26. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment and a certification to this effect submitted to the Ministry.
27. The personnel may be called on Saturday, Sunday and other Gazetted holidays, if required. They may be paid extra on pro-rata basis by the service provider who may in turn claim the same from the Ministry.
28. 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.
29. Payments to the service provider would be strictly on certification by the officer with whom the person is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
30. The service provider shall be contactable at all times and message sent by e-mail/Fax/Special Messenger from Ministry to the service provider shall be acknowledged immediately on receipt on the same day.
31. The service provider shall be under obligation to discharge all the liabilities envisaged herein either in express terms or by necessary implication from the terms and conditions and from the instructions to the bidders.

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32. The Period of Contract will be for a period of one year from the date of signing the Agreement.

33. Any dispute arising out of the contract will be settled within the jurisdiction of Delhi.

34. The decision of the Head of this Ministry in any matter relating to this contract shall be final.

35. The service provider shall not assign, transfer, pledge on subcontract the performance of services without prior written consent of this office.

36. The service provider shall provide Pay slip on monthly basis to the persons employed.

37. EMD of Rs. 15,000/- (Rupees fifteen thousand only) in the form of A/c payee Demand Draft / Fixed Deposit Receipts/Banker's Cheque or Bank Guarantee form any of the commercial bank in an acceptable form favoring DDO, GHSM, Ministry of Culture, New Delhi shall be furnished along with the bid. EMD of unsuccessful bidder shall be refunded without interest upon finalization of tender enquiry. **The quotation received without EMD will not be entertained.**

38. The EMD shall be forfeited in case (i) if the tenderer withdraws or amends its tender or increase its rates after opening the tender but before the validity of the quotations expires (ii) on refusal to accept the contract after the contract after award of contract.

39. The successful bidder is required to furnish a performance security of 5-10% of value of contract in the form of A/c payee Demand Draft / Fixed Deposit Receipts / Bank Guarantee from any of the commercial bank in favour of DDO, GHSM, Ministry of Culture, New Delhi valid for one year from the date of award of contract. Bid security should be refunded to the successful bidder on receipt of performance security.

(Signature with stamp of the Bidder)

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