

**Government of India
Ministry of DoNER**

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TENDER DOCUMENT

For providing Data Entry Operator 1 service to Ministry of DoNER.

Manpower Agency

Last Date & time for submission of Document: 16.9.2010 2.30 PM

Date of time for opening of Tender Documents: 16.9.2010 3.00 PM

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14/4/2006/Adm/DoNER
Government of India
Ministry of DoNER

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Vigyan Bhawan Annexe, New Delhi
30th August, 2010

TENDER NOTICE

1. Sealed tenders on behalf of the President of India, are invited from reputed experienced and financially sound Manpower Companies/Firms/Agencies for providing skilled Data Entry Operators in the Ministry of Development of North Eastern India for one year from the date of taking up of the job in pursuance of contract unless extended further by mutual consent of the Ministry and service provider, on the same terms and conditions. The present requirement is for 12 persons. However, the number may be increased or decreased on the option of the Ministry.
2. Interested Companies/Firms/Agencies may submit the tender documents complete in all respects to Under Secretary(Admn) Room No 332 Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi on or before 16.9.2010 at 2.30 PM. No tender shall be entertained after this deadline under any circumstances whatsoever. The tender will be opened at 3.00 PM on the same day i.e. 16.9.2010 in the presence of such bidders or their authorized representatives as may wish to be personally present.
3. The Ministry of Development of NE Region reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Ministry of DoNER in this regard shall be final and binding on all.
4. This tender contains Technical and Financial Bid.

(L.B.Tuolte)

Under Secretary to the Government of India

Copy to:

1. Notice Board.
2. All Deptts/Ministries
3. Service Providers as per list attached
4. Web Manager, M/o DoNER with a request to display in website of the M/o DoNER.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The Ministry of DoNER located at Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi requires reputed, well established and financially sound Manpower Companies/Firms/Agencies to provide Data Entry Operators to its officers.
2. The contract will be initially for one year from the date of taking up of supply of manpower. The period of the contract may be further extended beyond the stipulated period provided the requirement of the Ministry of DoNER for Data Entry Operators persists at that time, or, may be curtailed/terminated at any time before the normal tenure owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency. The Ministry of DoNER however, reserves the right to terminate this initial contract at any time after giving one-week notice to the selected service providing Company/Firm/Agency.
3. The Department has initial requirement for 12 (Twelve) English Data Entry Operators who are well conversant with computers and essentially well trained in MS Word language and also desirably possess knowledge of LAN functioning, MS Excel and MS Power Point package/language. The DEOs should be proficient in taking dictation in shorthand with minimum 80 words per minute and typing of minimum speed 40 words per minute in English. The requirement of the Department may increase or decrease during the initial period of contract also.
4. The interested Companies/Firms/Agencies may submit the tender document completed in all respects to Under Secretary(Admn) Room No **332**, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi on or before 16.9.2010. The last date and time of the receipt of tenders is 16.9.2010 at 2.30 PM.
5. The tenders have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are required to submit two separate sealed envelopes superscribing “Technical Bids for providing DEOs to the Ministry of DoNER” and “Financial Bid for providing DEOs to the Ministry of DoNER”. Both separately sealed envelopes should be kept in a third envelope superscribing “Tender for providing DEOs to the Ministry of DoNER”. Financial bids of only those bidders who have been declared technically qualified will be opened.
6. The various crucial dates relating to “Tender for Providing DEOs to the Ministry DoNER” are cited as under:
 - (a) Last date and time for submission of quotation:16.9.2010 at 2.30 PM.
 - (b) Date and time for opening of Technical Bids: 16.9.2010 at 3.00 PM.

7. The successful tenderer will have to deposit a Performance Security Deposit of Rs. 50,000/-(Fifty thousand only) in the form of Fixed Deposit Receipt (FDR) made in the name of the Company/Firm/Agency but hypothecated to the DDO, Ministry of DoNER, New Delhi or Demand Draft in favour of DDO, Ministry of DoNER, New Delhi covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
8. The tendering Companies/ Firms/Agencies are required to enclose photocopies of the following documents (duly attested by Group 'A' Gazetted Officers of the Government of India or Class-I Officers of the State Government) failing which their bids shall be summarily/out-rightly rejected and will not be considered any further:-
 - a) Registration certificate:
 - b) Copy of PAN/GIR card.
 - c) Copy of the IT return filed for the last three financial years.
 - d) Copies of the EPF and ESI certificates.
 - e) Copies of the Service tax registration certificate.
 - f) Proof of annual turnover of the firm for the last 3 years.
9. Conditional bids shall not be considered and will be out rightly rejected in the very first instance.
10. All entries in the tender form should be legible and filed 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 Financial Bid Form. In such cases, the tender shall be summarily rejected. However, corrections, if any, in the Technical Bid Application must be initiated by the persons authorized to sign the tender bids.
11. Technical Bids shall be opened on (16.9.2010 at 3.00 PM) in Committee Room No.243, Ministry of DoNER, Vigyan Bhawan Annexe, Maulana Azad Road, New Delhi-110011 in the presence of the representatives of the Companies/Firms/Agencies, if any, who are present on the spot at that time.
12. The competent authority JS(Admn.) of the Ministry of DoNER reserves the right to annul any or all bids without assigning any reason.

**TECHNICAL REQUIREMENT FOR THE TENDERING
COMPANY/FIRM/AGENCY**

1. The tendering manpower Company/Firm/Agency should fulfill the following technical specifications and furnish attested copies of documents evidencing compliance with these specifications:-
 - a) The Registered Office of one of the Branch Offices of the manpower Company/Firm/Agency should be located either in Delhi/New Delhi or in NCR region of Delhi.
 - b) The manpower Company/Firm/Agency should be registered with the appropriate registration authority.
 - c) The Company/Firm/Agency should have at least three years experience in providing manpower to Private Companies, Public Sector Companies/Banks and Government Department etc.
 - d) The Company/Firm/Agency should have its own Bank Account.
 - e) The Company/Firm/Agency should be registered with income tax and service tax Department.
 - f) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.
 - g) Copy of PAN card/ IT return.
 - h) Proof of working with Ministries/Government offices/organization for two years and the number of persons deployed by the agency each year in the last two years.
 - i) Certificate of annual return from CA.
2. Attested copies of the documents indicating compliance with the above specifications/ requirements should be kept in the sealed envelop containing Technical bids.

TECHNICAL REQUIREMENT FOR DATA ENTRY OPERATORS TO BE DEPLOYED BY THE SUCCESSFUL COMPANY/FIRM/AGENCY IN THE MINISTRY OF DoNER WITH PROPER DOCUMENTARY PROOF.

1. He/She should possess essential qualification of 10+2. Graduation from recognized University is desirable. Should not be below 18 years of age. Graduate will be given preference.
2. He/She should be proficient in taking dictation in shorthand with minimum speed of 80 words per minute in shorthand and have Typing speed of 40 words per minute in English.
3. He/She should be well conversant with the working of the computers and should necessarily have knowledge of LAN function, MS Word, MS Excel and MS Power Point packages is preferable.
4. He/She should have Character certificate from one Group 'A' or Class -I Gazetted Officers of the Central Government/state Government.
5. His/her antecedents should have got verified by the agency from the local police authorities.

APPLICATION –TECHNICAL BID

1. For providing Data Entry Services to Ministry of DoNER.
2. Name of Tendering Company/Firm/Agency
(Attach certificate of registration)
3. Name of Proprietor /Director of Company/Firm/Agency
4. Full address of Registered Office _____

Telephone Number: _____
FAX No. _____
E-Mail Address _____
5. Full address of Operating Branch _____

Telephone Number: _____ - ____
FAX No. _____
E-Mail Address _____
6. Banker of Company/Firm/Agency _____
(Full Address) _____
(Attach certified copy of statement _____
of A/c for the last three years) _____
Telephone Number of Banker _____
7. PAN/GIR No. _____
(Attach attested copy)
8. Service Tax Registration No. _____
_____ (Attach attested copy)
9. E.P.F. registration Number _____
(Attach attested copy)
10. E.S.I. Registration Number _____
(Attach attested copy)
11. Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years. (Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lakh)	Remarks if any
2006-2007		
2007-08		
2008-09		

12. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

Sl. No.	Details of client along with address, telephone numbers	Amount of Contract (Rs. Lakh)	Duration of Contract	
			From	To
1.				
2.				
3.				

(If the space provided is insufficient, a separate sheet may be attached)

13. Give details of manpower in position categorized on educational qualification. (undergraduate, Graduate and Post Graduate separately)

14. Additional information, if any
(Attach separate sheet, if required)

Signature of authorized person
Name: _____
Seal

Date:

Place:

DECLARATION

1. _____ Son/Daughter/Wife of Shri 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 and undertake to abide by them:

3. The information/documents furnished along with the above application are true 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 document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of authorized person

Full Name: _____

Seal: _____

Date:

Place:

APPLICATION-FINANCIAL BID

1. For Providing Data Entry Operators to Ministry of DoNER.
2. Name of tendering Company/Firm/Agency:
4. All the Data Entry Operators Deployed in this Ministry will be paid their wages on monthly basis (**By Cheque in time**) by the Company/Firm/Agency and the photocopies of disbursed cheque along with proof of receipt thereof by the worker will be submitted in this Ministry before the end of each month.
5. Rates quoted should not violate the Minimum Wages Act, 1948 as applicable in the NCT of Delhi.
6. Details of rate may be submitted as follows:

Sl. No.	Component of Rate	Amount
1.	Wage per month(take home pay)	
2.	Employees Provident Fund @ % of 1 above	
3.	Employees State Insurance @ % of 1 above	
4.	Service Tax Liability @ % of	
5.	Any other liability (Pl. indicate)	
6.	Contractors Admn./Service Charge	
	Total Column 1 to 6	

Signature of authorized person

Full Name: _____

Seal: _____

Date:

Place:

Notes:

1. The rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.

TERMS AND CONDITIONS

General

1. The contract shall commence from 1st October, 2010 shall continue till 30th September, 2011 unless it is curtailed or terminated by this Ministry owing to deficiency of services, sub-standard quality of Data Entry Operators deployed, breach of contract, reduction or cessation of the Data Entry requirements etc.
2. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification, for a further specific period mutually agreed upon by the successful service providing Company/Firm/Agency and Ministry of DoNER.
3. The contracting Company/Firm/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 Ministry.
4. The Ministry of DoNER, at present, has requirement 12(Twelve) Data Entry Operators on urgent basis. The requirement of the Ministry may increase or decrease during the period of initial contract also and the tender would have to provide additional Data Entry Operators, if required on the same terms and conditions.
5. The tenderer will be bound by the details furnished by him/her to this Ministry, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of Contract marking him/her liable for legal action besides termination of contract.
6. The Ministry of DoNER reserves the right to terminate the contract during initial period also after giving a week notice to the contracting agency.

LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

7. The contracting agency shall ensure that the individual Data Entry Operators deployed in the Ministry of DoNER confirm to the technical specifications of age, educational and skill qualification prescribed in the Tender document.
8. The Ministry of DoNER is a Central Government Office and has five days working (i.e. Monday to Friday) in a week from 9.00 AM to 5.30 PM with a lunch break of ½ hrs. from 1.00 PM to 1.30 PM. Besides this the Ministry observes the Gazzetted holidays notified by the Government of India from time to time. **The Data Entry Operators, however, may be required to attend the**

office as and when required on Saturday/Gazetted holiday (on prior intimation) for which He/she will be not paid any additional wage as per MWA, 1948.

9. The contracting Company/Firm/Agency shall furnish the following documents in respects of the individual Data Entry Operators who will be deployed by it in this Ministry before the commencement of work.
 - a) List of persons deployed:
 - b) Bio-Data of the persons:
 - c) Attested copy of matriculation containing date of birth:
 - d) Character Certificate from Group 'A' or Class-I Officers of the Central/State Government or Notary Public.
 - e) Certificate of verification of antecedents of persons by local Police authority.
 - f) Identity Cards bearing photograph.
10. In case, the person employed by the successful Company/Firm/Agency commits any act omission/commission that amounts to misconduct/indiscipline/incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work required by the Ministry.
11. The tendering Company/Firm/Agency shall replace immediately any of its personnel who is found unacceptable to this Ministry because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this Ministry.
12. The person deployed shall be required to report for duty at 9.00 AM to Under Secretary (Admn.)/Section Officer (Admn.) and would not leave office before 5.30 PM.
13. The agency shall depute a coordinator who would be responsible for immediate interaction with the Ministry so that optimal services of the persons deployed by the agency could be availed without any disruption.
14. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/her personal reasons. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damages @ Rs. 200/- per day on the service-providing agency.
15. For all intents and purpose the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of Data Entry Operators so employed and deployed in this Ministry. The persons deployed by the agency in the Ministry shall not have claims of Master and Servant

relationship nor have any principal and agent relationship with or against the Ministry.

16. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The Ministry shall, in no way be responsible for settlement of such issues whatsoever.
17. This Ministry shall not be responsible for any damages, losses claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.
18. The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this Ministry during the currency or after expiry of the contract.
19. 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 and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in the Ministry of DoNER.

LEGAL

20. The tendering 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 this Ministry.
21. The tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to Ministry of DoNER to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
22. The tendering 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.
23. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Ministry.
24. In case, the tendering agency fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Ministry is put to any loss/obligation, monitoring 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.

FINANCIAL

25. The successful tenderer will have to deposit a security amount of Rs.50,000/- (Rupees fifty thousand only) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the DDO, Ministry of DoNER, New Delhi covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
26. 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 the Ministry besides annulment of the contract.
27. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by Under Secretary (Admn.)/Section Officer (Admn.) in respect of the persons deployed and submit the same to the Section Officer (Admn.) in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month. The payment to the DEOs should be made through A/c payee cheque, photocopies of the cheque and proof of receipts thereof by the worker will be submitted by the agency to this Ministry before the end of this month.
28. The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with the documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount may be withheld until such proof is furnished, at the discretion of the Ministry.
29. The amount of pre-estimated agreed liquidated damages calculated @ Rs. 200/- per day per person on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service providing Agency/Firm/Company in the following month.
30. The Ministry of DoNER reserves the right to withdraw/relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

(L.B.Tuolte)
Under Secretary to the Govt. of India