



भारत सरकार

GOVERNMENT OF INDIA

सूचना और प्रसारण मंत्रालय

MINISTRY OF INFORMATION & BROADCASTING

'ए' विंग, शास्त्री भवन, नई दिल्ली- 110 001

'A' Wing, Shastri Bhavan, New Delhi- 110 001

तारीख/Date: 09.10.2012

**TENDER NOTICE**

**Subject: - Engagement of skilled Data Entry Operators in the Main Sectt. Ministry of Information & Broadcasting on Contract basis.**

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This Ministry intends to engage Data Entry Operators in the Main Sectt., Ministry of Information & Broadcasting on Contract basis.

2. The interested agencies are requested to furnish their tenders on the following terms & conditions.

3. The tenders are invited under two bid system i.e. Technical Bid and Financial Bid. The interested agencies are advised to submit two separate sealed envelopes super- scribing "Technical Bid for Providing Data Entry Operators" and "Financial Bid for Providing Data Entry Operators". Both sealed envelopes should be kept in a third envelope super scribing "Tender for providing Data Entry Operators".

4. Interested Agencies / Firms are required to submit rates for both categories of DEOs i.e. having following qualification:-

- (i) Graduate
- (ii) Senior Secondary Certificate

**Terms & Conditions**

- (i) The persons are required to attend the Office from 9.00 a. m. to 5.30 p.m. on all working days.
- (ii) On urgent requirement, Contractor will have to provide services even on holidays /Sunday at the required site. Negligence on this account may lead to penal action against the Contractor as deemed fit by the Ministry.
- (iii) The responsible staff should be provided and contractor will be responsible for the conduct/integrity of the staff deployed by him as well as the safety & Security of the office equipments/machinery etc. Any loss to the property of the Ministry due to the negligence of the Contractor's staff will be recovered from the Contractor's account.

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- (iv) The contract will be valid for a period of one year from the date of finalization which can be extended for further period subject to the quality of service provided by the firm and also ascertained by this Ministry. Payment will be made on monthly basis according to the day's service provided as per the attendance sheet.
- (v) In case the services rendered by the firm are not found satisfactory or below the desired standard, a suitable deduction will be made from the bill as penalty or contract may be terminated without any notice/reason.
- (vi) It shall be the responsibility of the agency to withdraw authorized Identity Card (s) from their employees who leave their employment or when their Services are terminated by the agency.
- (vii) The agency shall not appoint any close relative of the employees of this Ministry. The agency shall be solely responsible for the conduct and behavior of its employees.
- (viii) The firm presently should be a SERVICE PROVIDER with at least five Govt. Ministries/Departments/subordinate offices. and must be registered with the concerned Govt. authorities i.e. Labour Commissioner, PF authorities, ESI Corporation, Service Tax authority etc and copy of registration should be attached.
- (ix) The wages must be trifurcated as (1) Wages to be paid to the worker (2) other statutory deduction and (3) Service Tax & others in the enclosed format of Financial Bid. The Agency/Firm should ensure that the rate of contractor's profit is reasonable.
- (x) This may also be noted that the Minimum wages, as per the order issued by Delhi Govt., must be paid to the DEOs. Contractors are advised to include the enhanced amount of only minimum wages in their bill with the copy of the order issued by the authority from time to time.
- (xi) It is the responsibility of the contractor to supply the manpower as required in this ministry. He should ensure that necessary replacements incase of absent/termination of employee should be provided immediately.
- (xii) Ministry has the power to increase/decrease the size of manpower required at any time during the agreement period.
- (xiii) The workers deployed should not claim any Master & Servant relationship against this office.
- (xiv) Service providers personnel shall not divulge or disclose to any person / agency any details relating to this office directly or indirectly.
- (xv) The firm/agency must have its registered office in Delhi or its satellite towns.

**Qualifications:**

(i) Persons to be employed / provided must have the minimum qualification as per requirement of this Ministry. i.e. having minimum qualification of Senior Secondary. DEO's having qualification of Graduation in any discipline or equivalent are also required and will be paid as per minimum wages.

(ii) Working knowledge of Computer operations suitable with office work.

**LEGAL OBLIGATIONS**

- i) The agency shall be responsible for payment to the persons of salaries/employment/wages and any other amount paid to them as per Contractual labour law. Providing them such amenities and facilities as they will be entitled under any Law or Contract applicable to their employment.
- ii) For any dispute arising under Industrial Act, 1947, Contractor will comply with the Contract Labour Regulation and abolition Act, 1970 and the rules framed there under to the extent that the said act and the rules are applicable to the persons provided by him as aforesaid.
- iii) The agency will be responsible to take care of all statutory requirements under the provisions of Act and Employees state Insurance Act in respect of persons provided by them.
- iv) Further, complying with the minimum wages Act, 1948, the agency/contractor has to ensure that the payment is made in accordance with the Notification for minimum wages issued by Delhi Govt. (Labour Department) from time to time.
- v) The Agency/firm also shall abide by the provisions of **Employee Provident Fund and ESI contributions**. The disbursement by the contractor should be made in presence of a representative of the Principal employer as laid down in Article 21 of the Contract Labour Act, 1970.
- vi) The agency/contractor shall be responsible for any legal case, labour cases under the Labour Laws of his employees engaged for executing this contract during the Contract period. The Ministry of Information & Broadcasting will not be responsible for any legal case faced by the Contractor/agency.
- vii) The agency shall be responsible for any claim filed by the workman under the Workman & Compensation Act and this Ministry shall, no way, be responsible for even some untoward incident taken place in premises of this Ministry due to negligence of workman or otherwise. The Contractor shall ensure that he only redresses all the grievances and complaints of his workmen and in no circumstances they shall allow to forward such grievances to any authorities of this Ministry. All disputes or differences whatsoever arisen between the parties out of relating to the contractor, meaning and operation or effect of the contract or the breach of contract shall be referred to for the sole arbitration of the Ministry of Information & Broadcasting and his nominee and award by him or his nominee made in pursuance thereof shall be binding on the parties. The Arbitration and Conciliation Act, 1996, shall govern such arbitration.

3. The tender should be addressed to the Under Secretary (Admn.), Ministry of Information and Broadcasting, Room No. 749, 'A' Wing Shastri Bhavan, New Delhi so as to reach by **25<sup>th</sup> October, 2012** on or before **12.00 noon** as per the **enclosed prescribed Performas**. The tender has to be accompanied by an **EMD of Rs. 25,000/-** (Rupees Twenty Five thousand only) in the form of Demand Draft in favour of Pay & Accounts officer, (MS), Ministry of I & B, payable at New Delhi. The technical bids will be opened first on the same day at **3.00 p.m** by the Tender Opening Committee.

4. The successful bidder will have to deposit a **Performance Security of Rs. 1,50,000/- (Rs. One Lac Fifty Thousand only)** in the form of an Account payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank in an acceptable form.

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4. Technical bid will be opened first and Finance Bid of only those firms will be opened by the Tender Opening Committee which will be found eligible as per technical bid. The date of time of opening of financial bid will be decided by the tender opening committee and the same will be informed to the bidders at the time of Opening of Technical Bids.

5. The bidders are not required to attach any other document except mentioned in the technical bid performa. They may however show/produce the supporting documents, if any, at the time of opening of technical bid.

4. The Ministry reserves the right to reject any or all the tenders with or without assigning any reason.

Hindi version follows

  
(Shailesh Gautam)

Under Secretary to the Government of India

Tel: 23384853

Copy to: - NIC with request to issue on website of this Ministry.

2. All Ministries/Deptt. For broad publicity.
3. Central Public Procurement Portal.

**TECHNICAL BID**  
**For providing Data Entry Operators In Ministry of I&B.**

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 \_\_\_\_\_
4. 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 six months)  
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.

Financial Year	Amount (Rs. Lakh)	Remarks if any
2009-2010		
2010-2011		
2011-2012		

12. Present contract with the Govt. Ministries / Departments. / Subordinate offices of Ministries. Copy of the work award letter may be attached.

Sl. No.	Details of client along with address, telephone numbers	Duration of Contract	
		From	To
1.			
2.			
3.			
4.			
5.			

The bidders are not required to attach any other document except mentioned above. They may however show/produce the supporting documents, if any, at the time of opening of technical bid.

Signature of authorized person  
 Full Name: \_\_\_\_\_  
 Seal: \_\_\_\_\_

Date:  
 Place:

**FINANCIAL BID**  
**For Providing Data Entry Operators**

Name of the Firm: \_\_\_\_\_

1	2	3	4	5	6	7
Actual Wages proposed for payment to outsourced persons per month (minimum of which should not be less than those prescribed by the Govt. of NCT of Delhi as per the extant notification	Charges for (ESI/EPF) %	Service Tax % on column 1 & 4	Contractor's Reasonable Profit	Charges for Uniform	Total amount to be paid to contractor per labour / per month	Present Contracts with Govt. Ministries / Departments/ Subordinate offices

Signature of authorized person

Full 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 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/our tender at any stage besides liabilities towards prosecution under appropriate  
law:

Signature of authorized person

Full Name: \_\_\_\_\_

Seal: \_\_\_\_\_

Date:

Place: