

NOTICE INVITING TENDER

Subject: Outsourcing the Services of Non-Graduate Data Entry Operators in the Ministry of Tribal Affairs on Contract basis.

Sealed tenders are invited for and on behalf of the President of India from experienced and reputed manpower supplying Agencies for outsourcing the services of Data Entry Operators in the Ministry of Tribal Affairs on contract basis in the prescribed form (Annexure-I). The details of such engagement and general terms and conditions are as under:-

Sl. No	Name of the Post/No. of Posts	Educational Qualification	Skill Qualification
01	Data Entry Operators No. of Posts: - 10 (may vary as per requirement).	10+2	Proficiency in Data Entry Work / Working knowledge of Computers/ MS-Windows /Knowledge of various operating systems like MS Word/Excel/access/Power Point etc.; Knowledge of typing (English) with a speed of 30 w.p.m or more.

2. Period: One Year
3. Security considerations: The persons supplied by the agency should not have any Police records/criminal cases against them. The agency should make adequate enquires about the character and antecedents of the persons, whom they are recommending. The Agency will be fully responsible for their integrity.
4. Period within which the manpower is to be supplied: Within 15 days of award of contract.
5. Terms and conditions: As at Annexure-A.
6. The tenderer will fill up the technical information in the Annexure-III and financial information in Annexure-V consisting of rates inclusive of all charges/service tax etc., based on **minimum wages** payable to skilled worker under the **Minimum Wages Act** as notified by Govt. of NCT of Delhi and the revision in the same subsequently shall be applicable as and when the Govt. of NCT of Delhi

notifies any changes in such rules. It will be responsibility of the tenderer (in the event of contract being awarded to him/her) that he intimates such changes to the Ministry for necessary action. **Both the Annexures may be put in separate covers while submitting the proposal to this Ministry.** The complete quotation shall be superscripted as "Quotation for providing DEOs".

8. **The Administrative/Service charges quoted by the bidders should be in over and above Zero percent. Further zero percent includes all derivatives of Zero up to 0.9999 and thereof. The bids of such bidders who quotes zero shall be considered as unresponsive and will not be considered for evaluation of financial bids.**

7. The quotation should be accompanied by an **Earnest Money Deposit of Rs. 1,00,000/- (Rupees One Lakh Only)** in the form of Bank Draft payable to the Drawing & Disbursing Officer, Ministry of Tribal Affairs, Shastri Bhawan, New Delhi. The tender received without EMD will be rejected summarily. The EMD is returnable to the bidders after award of the contract.

8. The successful tenderer will have to submit **Performance Security of Rs. 4,00,000/- (Rupees Four Lakh only)** which will be forfeited in case the supply of manpower is delayed beyond the stipulated period indicated at Para 5 above and his/her performance is found not satisfactory during the period of currency of the Agreement or frequent absence from duty/misconduct on the part of manpower supplying agency. The amount will be payable through Bank Draft/Bank Guarantee/Fixed Deposit Receipts/Bank Guarantee drawn in favour of Drawing & Disbursing Officer, Ministry of Tribal Affairs, Shastri Bhawan, New Delhi. The validity of the Bank Draft shall be upto 60 Days after the expiry of period of contract.

9. The successful tenderer will have to enter into an Agreement with the Ministry, a copy of which is available in the Ministry's website www.tribal.nic.in.

10. Rates should be quoted in the proforma as per attached Annexure-V. The sealed tender should be addressed to the Deputy Secretary (Admn.), Ministry of Tribal Affairs (Room No.212, D Wing, Shastri Bhawan, New Delhi). The envelopes containing quotations may either be sent by speed post (not by hand/courier) so as to reach the addressee by the due date and time or may be dropped in the Tender Box meant for the purpose and placed Inside Gate No.5, 'B' Wing, Shastri Bhawan, New Delhi by 3.00 PM on 20th April, 2017. No quotation will be received directly by hand. The technical bid will be opened on the same day at 16.00 Hrs in Conference Room (Room No. 735-736, 7th Floor, A-Wing, Shastri Bhawan, New Delhi- 110001)) in the presence of the representatives of the firms.

11. The decision of this Ministry to reject/accept any technical/financial bid shall be final and no grievance will be entertained in this regard.

12. Evaluation of Technical/Financial Bid shall be processed as per criteria prescribed in Annexure-IV.

13. If at any stage of the processing of the bidding/finalization of the Contract, during the period of implementation of the Contract or even after expiry of the terms or termination of the Contract, it is found that the concerned Agency/Tenderer has/had furnished false information/document(s) or withheld some vital information/document(s) or the services of the personnel(s) have not been provided to the utmost satisfaction of this Ministry and as per relevant statutory provisions, the contract will be cancelled and/or the concerned authority shall be requested to take necessary penal action against the Agency/tenderer as per relevant/statutory instruction/orders.


(Jossy Joseph) 16/3/17

Section Officer (Admn.)
Tele: 23389881

Encl: As above.

✓ Copy to : NIC cell along with a copy of the agreement to put on website of the Ministry of Tribal Affairs.

Copy also to: **Section Officer (Genl.)** with request to make available the Conference hall with necessary arrangements **at the time prescribed in Para 10.**

TERMS AND CONDITIONS OF TENDER NOTICE

- 1) The service provider shall not assign, transfer, pledge or sub contract the performance of services.
- 2) The Ministry may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider(if they are unacceptable to this office for any reason whatsoever) and the service provider shall provide a replacement upon receiving written notice from office.
- 3) The Service Provider shall ensure only those persons are deployed who have been subjected to proper background checks by the appropriate authorities. The Service provider has to provide company Photo Identity Cards to the persons being sent to this Ministry. These cards are to be always carried by the individuals along with the Pass issued by this Ministry
- 4) All Service shall be performed by persons qualified and skilled in performing the work for which they are requisitioned.
- 5) This Office 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.
- 6) The personnel provided by the Service Provider should be polite, cordial, positive and efficient, while handling the assigned work and their actions should promote good will and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- 7) The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/organizational matters as all are of confidential/secret nature.
- 8)** The person deployed shall not claim any Master& Servant relationship with this office.He/She shall also not claim any benefit/compensation/absorption/regularization of services in this office under the provisions 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.
- 9) The transportation, food, medical and other statutory requirement in respect of each personnel of the service provider will be responsibility of the service provider.

10) Working hours of the persons deployed would normally be 8½ hours per day including half hour lunch break between 9.00AM to 5.30 PM during working days. However, the concerned person may have to work beyond office hours if so required. The personnel can also be called to work on Saturday, Sunday and other Gazetted holidays, if required. They may be paid extra as per the rates approved by the office. The overtime rate in any case, will not be higher than the rates payable to regular Government Servants.

11) The service provider will submit the bill in triplicate in the 2nd week of succeeding month after making payment to the deployed personnel in the Ministry and enclosing proof thereof with the bill. Thereafter, the payment will be released by the 1st week of the following month.

12) The service provider shall provide a substitute well in advance if there is any probability of the DEO's 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.

13) The agency should be registered with the concerned Govt. Authorities, i.e Labour Commissioner, Provident Fund Authorities, Employees' State Insurance Corporation, authority concerned with the Service Tax etc. and a copy of the registration should be submitted.

14) The Service Provider shall be responsible for contributions towards Provident Fund, Employees State Insurance and other statutory payments/liabilities etc., wherever applicable. It should be ensured that all dues to be paid by the Service Provider are deposited with the appropriate offices well on time.

15) Payments to the service provider would be strictly on certification by the officer, with whom the deployed person is attached, that his services were satisfactory and attendance as per the bill preferred by the service provider. The Agency's workers will work under the overall supervision and direction of the authorized Officer of the Department.

16) The service provider shall be contactable at all times and messages sent by mobile/email/Fax/Special Messenger from Ministry to the service provider shall be acknowledged immediately on receipt on the same day.

17) The service provider shall be responsible for deposit of payment of contribution made towards Provident Fund, Employee State Insurance, Service Tax etc. and bear all other similar financial and statutory liabilities as per provisions of EPF Act, ESIC Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act etc. as and when required, in respect of all outsourced personnel wherever applicable and provide copies of receipt/challan of deduction/amount deducted and deposited with concerned authorities. Proof of having done so should be submitted to this Ministry alongwith the bill of the subsequent month.

18) Payment to the service provider would be made only after verification of requisite documents towards deposition of payment of contribution for EPF, ESI & Service Tax etc.

19) The service provider shall be responsible for payment of bonus to all outsourced personnel wherever applicable as per Payment of Bonus Act, 1965 and submit bill of dispensation to this Ministry alongwith the bill for payment.

20) Escalation clause shall not be accepted on any ground during the period the contract is in force except whenever the same is required to be allowed keeping in view the revision of rate of minimum wages (in compliance with the provisions of Minimum Wages Act) as notified by the Govt. of NCT of Delhi from time to time.

21) Any dispute arising out of the contract will be adjudicated through the Sole arbitration of Joint Secretary, in charge of General Administration, Ministry of Tribal Affairs. Further, the jurisdiction for the purpose of disputes raised in the courts of law shall be Delhi within the jurisdiction of Delhi Courts.

TENDER FORM FOR OUTSOURCING SERVICES OF DEOS

1. Names, address of firm/agency and telephone number _____
2. Registration No. of the Firm/ Agency. _____
3. Name, Designation, Address and Telephone _____
Authorized person of Firm/ Agency to deal with. _____
4. Please specify as to whether Tenderer is sole proprietor/ Partnership firm. Name and Address and Telephone No. of Directors/partners should specified. _____

5. Copy of PAN card issued by Income Tax Department and copy of previous Three Financial Year's IncomeTax Return. _____
6. Provident Fund Account Number _____
7. ESI Number _____
8. License number under Contract Labour (R&A) Act if any _____
9. Details of Bid Security Deposited: _____

10. Details of ISO Certificate _____
11. Any other information _____
12. Declaration by the bidder _____

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)
Name and Address(with seal)

**CHECK-LIST FOR PRE-QUALIFICATION BID FOR
OUTSOURCING SERVICES OF DEOs**

Sl. No.	Documents asked for	Page number at which document is placed
1.	Bid Security (EMD) of Rs.1 lakh (Rupees One Lakh only) in the form of FDR/DD/Bank Guarantee issued by any scheduled commercial bank in favour of DDO, Ministry of Tribal Affairs, New Delhi valid for 45 days beyond the Tender validity period.	
2.	Oneself-attested recent passport size photograph of the Authorized person of the firm /agency, with name, designation, address and office telephone numbers. If the bidder is a partnership firm, name designation, address and office telephone numbers of Directors/Partners also.	
3.	Undertaking on a Stamp paper of Rs.100/- (Rupees one hundred only) as per format prescribed in Annexure-VII).	
4.	Self-attested copy of the PAN card issued by the Income Tax Department with copy of Income-Tax Return of the last financial year.	
5.	Self-attested copy of Service Tax Registration No.	
6.	Self-attested copy of valid Registration number of the firm/agency.	
7.	Self-attested copy of valid Provident Fund Registration number.	
8.	Self-attested copy of valid ESI Registration No.	
9.	Self-attested copy of valid Licence No. under Contract Labour (R&A) Act, 1970.	
10.	Proof of experiences of last three financial years as specified in with satisfactory performance certificates from the concerned employers.	
11.	Annual returns of previous three years supported by audited balance sheet	
12.	Self-attested copies of valid ISO Certificates	

Signature of the Bidder
(Name and Address of the Bidder)
TelephoneNo.

**Government of India
Ministry of Tribal Affairs
Estt. Section**

Checklist for Technical Evaluation

Sl. No.	Information to be provided	To be filled by the Bidder	For office use
1.	Average Turnover in Lakhs Year 2013-14 Rs Year 2014-15 Rs..... Year 2015-16 Rs..... Year 2014-15 Rs..... (Attach proof for each year)		
2.	Manpower on roll (Attach attested copy of manpower wages roll and EPFO Challan in support of available manpower duly submitted to EPFO in respect of the previous two quarters)		
3.	Total experience of providing services of DEOs (in years) (PI attach proof)		
4.	Number of Clients (Attach copy of workorders)		
5.	ISO Certificate		

Note: Photocopies of all necessary documents duly self-attested must be attached for verification of the information provided.

EVALUATION CRITERIA FOR TECHNICAL AND FINANCIAL BID

1.1. The Department shall follow two bid system where the technical bid and financial bid shall be evaluated separately.

1.2. The technical bid evaluation shall be done based on the following criteria:
During the technical evaluation stage, each bidder shall be assigned marks out of a total of 100 marks as per the criteria specified below:

(I) Manpower on Roll

Max. 20 marks

- | | |
|---------------------------|----------|
| i) Less than 40 | 05 marks |
| ii) 40 to less than 100 | 10 marks |
| iii) 100 to less than 300 | 15 marks |
| iii) 300 and above | 20 marks |

(II) Financial strength

Max. 20 marks

a) Average Turnover

(Last three financial years
2013-14, 2014-15, 2015-16)

- | | |
|----------------------------------|----------|
| i) 40 Lacs to Less than 1 crores | 10 marks |
| ii) 01 to less than 03 crores | 15 marks |
| iii) 03 crores and above | 20 marks |

(III) Number of years in operations
in outsourcing services of DEOs

Max. 30 marks

- | | |
|----------------------|-----------------------------------|
| a) less than 3 years | 0 marks |
| b) 3 years | 10 marks |
| c) more than 3 years | 3 marks for each year, maximum 30 |

(IV) Quality Related Marks

Max.20 marks

- | | |
|-------------------------------|----------|
| a) ISO 9001:2008 | 05 Marks |
| b) ISO 9001:2015 | 12 Marks |
| c) ISO 9001:2008 plus SA 8000 | 15 Marks |
| d) ISO 9001:2015 plus SA 8000 | 20 Marks |

(V) Clientele

Max. 10 marks

(Supporting documents to be enclosed)
For each Client

02 marks

1.3 The firm/agency which has secured 40 out of 100 marks will be considered as technically qualified. The financial bids of all the technically qualified firms/agencies/bidders will be opened for financial evaluation.

1.4 The work will be awarded to the L-1 agency. L-1 will be decided based on the formula given in the financial bid. In case the financial bid of more than one agency is same as L-1, then the contract will be awarded to the agency which gets the maximum marks in technical evaluation.

PROFORMA FOR FINANCIAL BID

Date:

To

Deputy Secretary (Admn.),

Ministry of Tribal Affairs

Shastri Bhawan, New Delhi.

Subject: Quotations for award of contract for providing services of Data Entry Operators
(Graduate)

Sir,

With reference to your letter No _____ dated _____ 2016 on the subject mentioned above, I/We quote the rate **per person** as under:

A. Cost of services of Non-Graduate DEO

Sl. No.	Particulars	Amount in Rs. (Taxes extra)
1.	Wages per person per month (It should not be less than current minimum wages act)*	
2.	ESI Employees contribution (per month)	
3.	EPF Employees contribution (Per month)	
4.	Total Wage per person (1+2+3)	

Taxes extra

Cost of one DEO excluding taxes

=

.....

B. Cost of service charge

Sl. No.	Particulars	In percentage	Amount in Rs. (Taxes extra)
1.	Service Charges for one non-graduate DEO		

Total cost for one DEO (excluding taxes)

=

.....

Formula for deciding L1 bidder = A + B

Note:-

1. Financial bid will be accepted in prescribed format only. The service charge should be in specified in terms of percentage. In case of change of format, financial bid will not be considered. **No other charge like bonus, increment or anything will be considered in financial bid. Service tax and other charges as applicable may be indicated separately.**
2. All the columns shall be clearly typed. The tenderer should quote rates and amount tendered by him/them in figures and as well as in words. Alterations, if any, unless legibly attested by the tenderer shall disqualify the tender. The tenderer shall take care that the rate and amount may be written in such a way that interpolation is not possible. No blanks should be left which would be otherwise made the tender liable for rejection. If there is a discrepancy in amount quoted in words and figures, the amount in words shall prevail.
3. The work will be awarded to the L1 agency. L-1 will be decided based on the formula given in the financial bid. In case the financial bid of more than one agency is same as L-1, then the work will be awarded to the agency which gets the maximum marks in Technical evaluation.

(Signature of the
bidder) Name
and Address
(with seal)

(ON A STAMP PAPER OF Rs.100/-)

UNDERTAKING

To
Deputy Secretary (Admin.)
Ministry of Tribal Affairs
Shastri Bhawan
New Delhi – 110 001

Name of the firm/Agency _____

Name of the tender Due date: _____

Sir,

1. I/We here by agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves to abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like Provident Fund Act, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the wages to the personnel deployed as per Minimum Wages Act as amended by the Government from time to time and shall be fully responsible for any violation.
4. I/We shall provide trained Data Entry Operators.
5. The firm is not black listed.

(Signature of the Bidder)
Name and Address of the Bidder
Telephone No