

No.A-12024/01/2015-Admn.I(B)
Government of India
Ministry of Science & Technology
Department of Science & Technology

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Notice Inviting Tenders/Bids for Manpower Services in DST

Department of Science & Technology, Ministry of Science and Technology, Government of India, New Delhi, (hereinafter referred as "Department") invites in two (Pre-qualification and financial) Bid system from registered manpower service providers/organisations based in Delhi/Noida/Gurgaon for providing Data Entry Operators to the Department initially for a period of one year in the following category-

Data Entry Operators : 40 nos.

(The actual requirement of manpower may vary from time to time.)

2. Standards/ Benchmarks for the services sought are as under:

Qualification: Graduate.

Skills:

- (a) Working knowledge in English.
- (b) Proficiency in computer operations for office work (MS word, Excel, power point etc).
- (c) Typing speed - not less than 8000 KDPH in English.
- (d) Desirable: Typing in Hindi

Age: Between 18-30 years.

3. **Schedule**

| | |
|---|--|
| Last date & time for submission of tenders | 28th March, 2016, till 3:00 PM |
| Date & time for opening of Technical Bid | 28th March, 2016, at 3:30 PM |
| Place for opening of tenders | Department of Science & Technology, Technology Bhawan, New Mehrauli Road, New Delhi – 110 016. |
| Date and timing for opening of financial bids for Technically Qualified bidders | To be intimated in due course |
| Validity of tenders | 90 days from the date of opening of the Tender |

4. **Tender Fees:**

The cost of Tender document is Rs. 500/- in the form of DD in favour of DDO, Department of Science & Technology and to be submitted alongwith the Technical Bid.

5. **Requirements for Technical Bids:**

- i) The manpower will have to be supplied by the agency within 07 days from the date of award of contract, as per detailed terms and conditions given at Annexure-I.
- ii) Only those agencies who fulfill the following minimum criteria need to submit their bids.
 - (a) The service provider/Agencies/Firm (hereinafter referred as “Service Provider”) concerned should be registered with the Government Authorities for providing manpower services and a copy of the registration shall be attached with the bid.

- (b) The service provider should be registered with the following:-
- (i) PF authorities
 - (ii) ESI authorities
 - (iii) Labour Commissioner's office
 - (iv) Income Tax authorities
 - (v) Service Tax Department.

A copy of the registration certificates/licences/PAN/Service tax registration etc issued by the concerned authorities shall be attached with the bid.

(c) The Service Provider should not have suffered losses during the last three financial years. (This has to be supported with the Balance Sheets for the FY 2012-13, 2013-14& 2014-15 and I.T>Returns for the Assessment years, 2013-14, 2014-15 and 2015-16).

(d) The service provider must have the proper mechanism for intake, verification of candidate's Character and Antecedents, management and placement of the skilled manpower. The persons engaged by the agency should not have any adverse police records/criminal cases against them. The Service Provider would be responsible for making adequate inquiries about the Character and Antecedents of the person before their engagement for the purpose. The Character and Antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect shall be submitted to this Department. The service provider will also ensure that the personnel deployed are medically fit and to this effect, Medical

Certificate from Registered Medical Practitioner should be submitted. The service provider shall withdraw such employees who are not found suitable by the Department for any reason whatsoever, immediately on receipt of such a request from this Department.

- (e) The service provider must have work experience of providing skilled manpower, of similar nature, in other Ministries/ Departments of Government of India during last two years. Copies of Job Orders and particulars of the Officer to be contacted in the concerned Ministries/ Department/PSU may be furnished (for the purpose of verification).
- (f) The manpower supplying Agency should have been in existence for not less than five years.
- (g) It should not have been blacklisted by any Organization.
- (h) It should be willing to take up the contract on the terms and conditions given at Annexure-I.

6. All the Bidders are required to submit an Earnest Money Deposit (EMD) amount of Rs. 50,000/- in the form of a Demand Draft/Bank Guarantee in favour of D.D.O., Department of Science & Technology.

7. The tender shall be submitted in two covers:

(A) The first sealed cover should be superscribed "Technical Bid" and should contain:

- (i) The proforma at Annexure – II (Duly filled in) with all attachments.

(ii) Profile of Service Provider including previous experiences of manpower supplied to Government Departments etc.

(iii) Acceptance of terms and conditions at Annexure-I, by signing the Declaration Format attached in this Tender.

(iv) All other required documents as specified in para 5 (ii) (a) to (h).

(B) The second sealed envelope superscribed "Financial Bid" should contain only rates which should be quoted on monthly basis for normal duty of 8 hours per day per person for five days a week (Annexure –III).

(C) The "Technical Bid" and "Financial Bid" are to be kept separately in two separate envelopes superscribed "Technical Bid" and "Financial Bid" respectively and thereafter, both the envelopes should be placed in one bigger envelope, superscribed "Tender for providing of Manpower services" duly signed and shall be dropped in the Tender Box placed at the Entrance of the Reception between 10.00 A.M. to 3:00 P.M. on all working days by 28th March, 2016. Technical Bids will be opened by the Committee duly constituted at 3.30 P.M. on 28th March, 2016 in the presence of the Bidders and authorized representatives.

8. Financial Bids for only those who have qualified in the Technical Bid will be opened by the Committee constituted and in the presence of bidders or their authorized representatives on the date to be notified.

9. For any queries or more information, the Under Secretary Admn.I(B) or SO (Admn.I(B) may be contacted between 11.00 A.M to 12.00 P.M on all working days upto 18th March, 2016 on Telephone No. 26611146/26590363.

10. The Department reserves the right to amend/withdraw any terms and conditions in the Tender document or to reject/cancel the Tender without giving any notice or assigning any reason. The decision of the Competent Authority, Department of Science & Technology in this regard shall be final and binding on all.

B.K.P.Angam
Under Secretary to the Govt. Of India
Tel No. 26633146

TERMS AND CONDITIONS

General

- i) The contract should commence within 7 days of finalization of Tender for a period of one year, unless it is curtailed or terminated by this Department owing to deficiency of service, inefficiency of the Data Entry Operators deployed, breach of contract, reduction or cessation of the requirements of work.
- ii) The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of the service provider and the Department and on satisfactory performance.
- iii) The contract may be extended, on the same terms and conditions or with some addition/deletion/modification for a further period not exceeding one year.
- iv) The service provider shall be bound by the details furnished to this Department, while submitting the tender or at subsequent stage. In case, any of such documents, is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
- v) Financial Bids of only those bidders who are declared technically qualified shall be evaluated.

- vi) The Service Provider and the persons engaged by it should not have any adverse Police records/criminal cases against it/them. The service provider would be responsible to make adequate enquiries about the Character and Antecedents of the persons before their engagement for the purpose. The Character and Antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect shall be submitted to this Department. The service provider shall withdraw such employees who are not found suitable by the Department for any reasons immediately on receipt of such a request from this Department.
- vii) The contracting Company/Firm/Agency shall furnish following documents in respect of the persons who will be deployed by it in this Department before the commencement of work:
- a. List of persons shortlisted containing full details, i.e., date of birth, marital status, address (both present and permanent), educational and professional qualifications, experience etc., duly attested by a Gazetted Officer
 - b. Bio-data of each person engaged with latest photograph affixed (duly signed by the person and attested by the service provider).
 - c. Character Certificate from a Gazetted Officer of the Central/State Government.
 - d. Certificate of verification of Antecedents by local Police Authority.
 - e. Medical Certificate from a Registered Medical Practitioner
- viii) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.

- ix) The service provider shall engage necessary persons as required by this Department from time to time. The said persons 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/wages in time i.e. by 6th of every month. There is no master and servant relationship between the employees of the service provider and the Department and further the person engaged from the service provider shall not claim any absorption.

- x) The service provider's personnel shall not divulge or disclose to any person of any details of Office operation process, technical know-how, security arrangements, administrative/organizational matters as all are Confidential/Secret in nature.

- xi) The service provider's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of this Department. The service provider shall be responsible for any act of indiscipline on the part of the personnel deployed by him/her.

- xii) The service provider will have to remove from the office, any debarred person, who is found incompetent or for his/her/their misconduct and the service provider shall forthwith replenish such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable, to the Department because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from the Department.

- xiii) The service provider shall ensure proper conduct of his personnel in Office premises and enforce prohibition of consumption of

alcoholic drinks, paan, smoking, Hukhas, and should not be loitering around during the Office hours.

- xiv) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be borne by the Service Provider.

- xv) Working hours would be normally from 9.00 AM to 5.30 PM during working days including 30 minutes lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may be called on Saturday, Sunday and other Gazetted Holidays, if required.

- xvi) The service provider will provide the required number of personnel for a shorter period also, in case on any exigencies as per the requirement of the Department.

- xvii) The service provider shall provide a substitute well in advance, if there is any probability of any person leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

- xviii) The service provider shall be accessible at all times and message by Phone/Mail/Fax/Special Messenger from the Department to him/her shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by the Department implementing the contract from time to time.

- xix) The Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- xx) The Service Provider on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc. If the Department suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the Service Provider, the Service Provider shall be liable to reimburse the pecuniary value of the loss, as decided by the Department for the same. The Service Provider shall keep the Department fully indemnified against any such loss or damage.
- xxi) The Department will maintain an attendance register in respect of the personnel deployed by the Service Provider on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
- xxii) The successful bidder will enter into an agreement with the Department for supply of suitable manpower as per the requirement on specified terms and conditions. The agreement shall be valid for a period of one year commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the Service Provider shall be fixed for a period of one year and no request for any

change/modification shall be entertained before expiry of the period of one year. Any statutory increase in wages is to be absorbed by the Department. The contract/agreement is extendable for further period of one year subject to satisfactory performance of the service provider.

- xxi) On the expiry of the agreement as mentioned above, the service provider will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of termination of employment or non-employment by the personnel of the service provider, it shall be the entire responsibility of the service provider to pay and settle the same.

A. Financial

- i) Bids, offering rates which are lower than the minimum wages (as applicable for NCT of Delhi) for the pertinent category would be rejected.
- ii) **If a firm/bidder quotes “Nil” or Zero charges/consideration, the bid shall be treated as unresponsive and will not be considered.**
- iii) **In the event of a tie, the Department will have the discretion to award the Rate Contract to the most suitable firm based on the Annual turnover, previous performance and work experience etc. of the firm.**
- iv) The successful bidder shall furnish a Performance Security equivalent to 10% of the Tender value in the form Demand Draft or Bank Guarantee drawn in favour of the “D.D.O., Department of Science & Technology, Technology Bhawan, New Mehrauli Road,

New Delhi”. The Security Deposit shall be forfeited in case if supply of manpower is delayed beyond the period stipulated by the Department or noncompliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on part of manpower supplied by the service provider.

- v) The Service provider shall raise the bill, in triplicate, along with attendance sheet to the concerned division of the Department under whom the outsourced personnel has been deployed in the first week of the succeeding month. The division concerned will send the bills duly verified to the concerned authority for passing and payment within 15 days from the date of receipt of bill in the Department.
- vi) The bill shall accompany copies of PF/ESI challans, attendance sheet, service tax challan etc. failing which a portion of the bill amount shall be held up till the proof is furnished, at the discretion of this Department.
- vii) Payments to the service provider would be strictly on certification by the Officer with whom personnel is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
- viii) It shall be the duty of the service provider to ensure the disbursement of wages in the presence of the authorized representative of the Department of Science and Technology.
- ix) No wage/remuneration will be paid to any staff for the days of absence from duty.

- x) The Department 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.

B. Fraud and Corrupt Practices

- i) The applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Department may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, undesirable practice or restrictive practice in the bidding process.
- ii) Without prejudice to the rights of the Department under Clause I, hereinabove, if an Applicant is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by the Department.
- iii) For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the

actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreements who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;

d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

C. Legal

- i) The Service Provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages Act, Shop and Establishment Act, etc. in respect of the persons deployed by it in this Department.
- ii) The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of Service rendered by it to this Department to the concerned Tax collection Authorities from time to time as per extant rules and regulations on the matter.
- iii) The Service Provider shall maintain all statutory registers under the applicable laws. The Service provider shall produce the same, on demand, to the concerned Authority of this Department or any other Authority under Law.
- iv) The Service provider shall be responsible for payment of wages to each worker employed by him as Contract Labourer and such wages shall be paid by 6th of every month and receipt as proof of payment of Salary/wages should be attached with the Bills to be preferred.
- (v) It is obligatory on the service provider to ensure that wages paid should not be less than the minimum wages fixed by the Government, from time to time and all statutory requirement such as Provident Fund, Employees State Insurance and Bonus etc. must be incorporated in salary.

- vi) That the person deployed shall not be below the age of 18 years and not more than 30 years.
- vii) The service provider shall not assign, transfer, pledge or subcontract the performance or services without the prior written consent of the Department.
- (viii) In case, the service provider fails to comply with any statutory/taxation liability under appropriate law and as a result thereof, the Department is put to any loss/ obligation, monetary or otherwise, the Department will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, or the extent of the loss or obligation in monetary terms at the percentage to be decided by the competent authority.
- (ix) The service provider's personnel shall not claim any benefit/compensation/regularization of services from the Department under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation and Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to the Department.
- xi) In case of breach of any terms and conditions stipulated in the contract, the performance security deposit of the Service provider will be liable to be forfeited by the Department besides annulment of the contract.
- xii) For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations
- xiii) In respect of Data Entry Operators so employed and deployed in the Department, the persons deployed by the service provider in this Department shall neither have claims of any Master and Servant

relationship nor have any principal and agent relationship with or against Department of Science & Technology, New Delhi.

- xiv) The agreement can be terminated by either party by giving two month's notice in advance.
- xv) All disputes or difference whatsoever arising between the parties out of or relating to means, operation of this contract or the breach thereof shall be settled by Arbitration in terms of "The arbitration and Reconciliation Act, 1996" with all statutory modifications and award made in pursuance thereof shall be binding on the parties.
- xvi) The Courts at New Delhi will have exclusive jurisdiction for any issue/dispute arising out of or in connection with this contract.

| S.No | PARTICULARS | To be filled in by the tenderer | Page. No. |
|------|---|---------------------------------|-----------|
| 1 | Name and the profile of the Agency. | | |
| 2 | Date of establishment of the agency. (Attach a copy of Registration Certificate and proof of existence not less than 5 years) | | |
| 3 | Detailed office address of the Agency with: Office telephone number: Fax number: Name & Mobile Number of the contact person(s): | | |
| 4 | Whether registered with all concerned Government authorities (PF/ESI etc.) (Copies of all certificate of registration to be enclosed.) | | |
| 5 | PAN/ TAN Number (Copy to be enclosed) | | |
| 6 | Service Tax Registration Number (Copy to be enclosed) | | |
| 7 | Labour Commissioner Registration (copy to be enclosed) | | |
| 8 | Attached an Affidavit stating that the agency is / has not been black listed by Centre/State Government/ PSU etc. | | |
| 9 | Length of experience in the field | | |
| 10 | Experience in dealing with Government Departments. (Indicate the names of the Departments and attach copies of contract orders placed on the agency valuing more than Rs.25 lakhs in a year) | | |

| | | | |
|----|---|--|--|
| 11 | Whether a copy of the terms and conditions (Annexure-I) duly signed in token of acceptance of the same is attached? | | |
| 12 | List of other clients.As in Annexure-V (Attach photocopies of contract agreement in the following order, S. No., name of the organisation, contract period, value of the contract) | | |
| 13 | Declaration about Fraud and corrupt practices (duly signed and attested as given in the tender document) | | |

Note: The Firm/Bidder must submit the information as prescribed in the proforma and submit only the Certificates/Documents which are essentially required as per the Tender Document.

Signature of the authorised signatory
of the Tenderer with seal of the Firm.

ANNEXURE – III

PROFORMA FOR FINANCIAL BID

| S.No | Component of Rate | Per DEO | Total in Rs. |
|------|---------------------------------|---------|--------------|
| 1 | Monthly rate per person | | |
| 2 | Employees Provident Fund | | |
| 3 | ESI | | |
| 4 | Administrative/ Service charges | | |
| 5 | Service Tax liability | | |
| | Total (column 1 to 5) | | |

Signature of the authorised signatory
of the Tenderer with seal of the Firm.

Note:

1. The wage structure should be in conformity with the latest Minimum wages notified by Labour Department, Government of NCT, Delhi.
2. Statutory liabilities as per applicable rates.

ANNEXURE -IV

TENDER FEE COUPON

TENDER No.

Date:

TENDER SET NO.

ISSUED TO

M/s.....

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Against request letter No.....Dated 2016 and

Payment of an amount of Rs. 500/- (Rupees Five Hundred only) vide Demand
Draft /Pay Order / Banker's Cheque No..... dated
.....2016 drawn on

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TENDER DOCUMENT ISSUED ON

DECLARATION

I, _____ Son/ Daughter /wife of Shri
_____ Proprietor/Director, authorized 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 to them;

3. The information/documents furnished along with the above application are
true and 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 the authorized person

Date:

Full Name:

Place:

Seal:

