

TENDER DOCUMENT

Subject: Outsourcing of the services of Data Entry Operators (Skilled) and Multi Tasking Staff (Semi Skilled) in the Department of Justice on contract basis.

Online bids are invited for and on behalf of the President of India from experienced and reputed manpower supplying agencies for outsourcing of the services of 19 Data Entry Operators and 20 Semi Skilled Multi Tasking Staff (the number may be increase/decrease based on requirement) in the Department of Justice. Manual bids shall not be accepted.

Tender documents may be downloaded from department web site www.doj.gov.in and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

CRITICAL DATE SHEET

Published Date	10 Aug 2016 (02.30 PM)
Bid Document Download / Sale Start Date	10 Aug 2016 (02.30 PM)
Bid Submission Start Date	10 Aug 2016 (03.00 PM)
Bid Submission End Date	17 Aug 2016 (05.30 PM)
Bid Opening Date	19 Aug 2016 (02.00 PM)

- Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>.
- Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal at <https://eprocure.gov.in/eprocure/app>'.
- Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- Tenderer who has downloaded the tender from the department website www.doj.gov.in and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and tenderer is liable to be banned from doing business with department.
- Intending tenderers are advised to visit again department website www.doj.gov.in and CPPP website <https://eprocure.gov.in/eprocure/app> at least 3 days prior to closing date of submission of tender for any corrigendum / addendum/ amendment.
- Bids will be opened as per date/time as mentioned in the Tender Critical Date Sheet. After online opening of Technical-Bid the results of their qualification as well Price-Bid opening will be intimated latter.

bl

2. The brief description of duties for DEOs and MTSs proposed to be engaged is as under:

I. DATA ENTRY OPERATORS (DEOs)(Skilled)

(i) The DEOs should possess be 10+2 but preferably be a Graduate from a recognized University or equivalent with good knowledge of English/Hindi language. They should have a minimum typing speed of 30 words per minute in English on computer using MS Word. Preference may be given to persons having knowledge of shorthand and possessing certificate/Diploma in computers.

(ii) The DEOs should be proficient in computer operations with good knowledge of MS Word, MS Excel, MS Power Point, Mail merge & internet etc. They should have the requisite certificate regarding training in use of computers. Preference will also be given for having knowledge of Hindi Typing.

(iii) The age of the DEOs should be in the range of 18 to 35 years.

(iv) They will be required to attend to various typing, and other data entry and processing related jobs specific to the division in which they are deployed.

(v) Attend to any other work assigned to them by the senior officers/officials and proficient in using office gadgets like photocopying, Fax Machine, Key Telephone Systems etc.

II. MULTI TASKING STAFF (MTS) (Semi Skilled) :

(i) The MTS should possess a minimum educational qualification of Metric (10th Pass).

(ii) They will be required to look after maintenance of general cleanliness of Section's/Officer's rooms, where posted.

(iii) Photocopying, set making and maintenance of records of the Sections/Units.

iv) Distribution of files and other dak.

(v) Any other work of such nature assigned from time to time.

(vi) The age of the casual workers should be between 18 to 35 years.

3. The initial period of contract would be **one year which is extendable by another year on satisfactory performance** with such amendments as may be mutually agreed to and also subject to necessary approval of the Competent Authority. Service charges/rate quoted by the agency would be fixed for a period of one year and any statutory increase in wages etc is to be absorbed by the service provider.

4. The manpower will have to be supplied by the agency within **15 days** of award of contract.

5. Terms and Conditions: As per Annexure-I.

6. Only those Firms/Agency fulfil the following minimum criteria may submit their bids:-

(a) The manpower supplying agencies should have been in existence for more than 5 years.

(b) The Agency should have been registered with the Government authorities concerned and a copy of each of the registration shall be attached with the bid.

(c) The Agency should have PAN number and Sales Tax/Service Tax registration proof. Necessary documents in this regard may be attached with the bid.

(d) The Agency should not have been blacklisted by any Government Organisation.

(e) It should be willing to take up the contract on the terms and conditions as at Annexure-I.

wl

7. An Earnest Money Deposit of Rs.1,00,000/- (Rs. One lakh only) in the form of Demand Draft drawn in favour of the Drawing & Disbursing Officer, Department of Justice, New Delhi may be submitted online with technical bid cover.

“The Hard Copy of original instruments in respect of cost of earnest money deposit, original copy of affidavits (if any) must be delivered to the Under Secretary (Admn.I), Department of Justice, Room No.19, Jaisalmer House, 26, Mansingh Road, New Delhi on or before bid opening date/time as mentioned in critical date sheet. Tenderer shall likely to be liable for legal action for non-submission of original payment instrument, against the submitted bid.”

8. The tenders should be submitted in two covers:

Technical Bid:-

- 1) The proforma at Annexure-II duly filled in.
- 2) Agency profile, including previous experience of manpower supply to Government Departments/Ministry.
- 3) Acceptance of terms and conditions at Annexure-I.
- 4) Demand draft for earnest money deposit.
- 5) Tender Acceptance Letter.
- 6) All other required documents.

Financial Bid:-

- 1) Price Bid - Rates should be quoted on monthly basis for normal duty of 8 hours per day per person for five day a week (Annexure-III).
9. Any increase in Statutory Levies will be borne by the Principal Employer i.e. the Department of Justice. Increase in minimum wages by the Govt of NCT Delhi will be allowed.
10. While submitting the bills, the agency will also require to provide individual wise particulars of wages, EPF, ESI, Administrative charges, Service Tax, etc with break up claimed by him, as well as particulars of wages, EPF, ESI with break up, given by him to the employees/deposited in their accounts.
11. Pay slips will be issued to all the DEOs/ MTS by the agency.
12. Service Tax, if payable will be given in advance for the first month/first quarter. Service Tax for the next month/next quarter (except the last month/quarter) will be payable to the agency only after submission of proof of deposition of the same to the Service Tax authorities, by the Agency.
13. If the rates/quotations (wages plus the statutory contributions like EPF, ESIC etc) submitted by any Agency are found to be less than the minimum wages notified by the Labour Department, Government of NCT of Delhi, the bids of such an Agency will not be considered. The bidders quoting less than 10% of minimum wages as the administrative charges will not be considered and will be rejected. In case of there being more than one bidder, bidding the same rate, preference to the bidder will be decided based on their capital holding on the present day, their annual turnover (average of last three years will be taken into account), their experience in Government sector (last 3 years experience) and those stationed in Delhi will be given preference. An Evaluation Committee will be formed, which will consider all the above aspects and give their recommendations in the matter.
14. The technical bids will be opened by the Tender Committee as per “Critical Date Sheet” at Department of Justice in the presence of the participating bidders (*with bid acknowledgement letter only*) who may like to be present.
15. The Price bids of only those agencies shall be opened whose technical bid is found to be in order.
- bl*

16. The Tender Committee will assess the ability of the agencies to supply requisite number of personnel. The agency selected by the Tender Committee will have to send a panel of DEOs/MTSs registered with them to this Department for a practical test on the basis of which the DEOs will be engaged. MTSs will be engaged on the basis of their ability and suitability to work.



(Premlata Kaushik)

Under Secretary to the Government of India

Tel: 2307 2549

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the

lwl

names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable.
- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.



ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

col

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

lwl

ANNEXURE – I

TERMS AND CONDITIONS FOR OUTSOURCING OF THE SERVICES OF DATA ENTRY
OPERATORS AND MULTI TASKING STAFF

- (1) All services on outsourcing basis shall be performed by persons qualified and skilled in performing such services as per eligibility criteria.
- (2) The persons supplied by the Agency should not have any adverse Police records/criminal cases against them. The agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the services provider will be got verified by the service provider before their deployment 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 certification to this effect submitted to this Department. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The service provider shall withdraw such employees who are not found suitable by this office for any reason immediately on receipt of such a request.
- (3) The service provider shall engage necessary number of 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 every month. There is no Master and Servant or Employer and Employees relationship between the employees of the service provider and this Department and further the said persons of the service provider shall not claim any employment engagement or absorption in Department of Justice, in future.
- (4) The service provider's persons shall not claim any benefit/ compensation / absorption/ regularization of service from/in this Department under the Provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Department.
- (5) The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative/ organizational matters as all are confidential/ secret in nature.
- (6) The service provider's personnel should be polite, cordial, positive and efficient while handling the assigned work and their actions 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 persons deployed by him.
- (7) The persons deputed shall not interfere with the duties of the employees of the Department.
- (8) The Department may require the service provider to dismiss or remove from the site of work any person or persons employed by the service provider who may be incompetent or for his/her/their misconduct and the service provider shall forthwith comply with such requirements. The service provider shall replace immediately any of its personnel if they are unacceptable to this Department because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this Department.
- (9) The service provider has to provide photo identity cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately.
- (10) The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- (11) The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be responsibility of the service provider and the Department shall not be liable or responsible on any of these accounts towards any personnel of the service provider.

wl

(12) Working hours would be normally from 9.00 AM to 5.30 PM during working days including ½ hour 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.

(13) That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and this Department shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation. **The wages to the DEOs and MTS must be paid through their (DEOs/MTS) bank accounts.** The agency will require to provide particulars of PF, Group Insurance of its employees engaged in this Department.

(14) **While submitting the bills, the agency will also require to provide individual wise particulars of wages, EPF, ESI, Administrative charges, Service Tax, etc with break up, claimed by him, as well as particulars of wages, EPF, ESI with break up, being given to the employees/being deposited in their accounts. Pay slips will be issued to the DEOs/MTS by the agency.**

(15) The service provider will submit the bill, in triplicate, in respect of a particular month in the first week of the following month. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.

(16) **Service Tax, if payable will be given in advance for the first month/first quarter. Service Tax for the next month/next quarter (except the last month/quarter) will be payable to the agency only after submission of proof of deposition of the same to the Service Tax authorities, by the agency.**

(17) Payments to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider.

(18) No wage/remuneration will be paid to any staff for the days of absence from duty.

(19) The service provider will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of this Department.

(20) The service provider shall arrange for 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.

(21) The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from this Department to the service provider shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by this Department in fulfilment of the contract from time to time.

(22) This Department 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.

(23) That the Agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. supplied to the personnel for discharge of duties assigned to them are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission and omission on the part of its staff and its employees, etc. If this Department suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this Department for the same. The agency shall keep this Department fully indemnified against any such loss or damage.

af

(24) Marking attendance on daily basis would be compulsory for every worker. This Department will maintain an attendance register or digitally controlled attendance system in respect of the workers deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates. Late attendance and early departure will have adverse effect on wage payment and wages would be cut on pro-rata basis for each ½ an hour of absence except stipulated break.

(25) The successful bidder shall furnish a security deposit equivalent to 5% of the total quoted value for a year in the form of account payee demand draft drawn in favour of the Drawing & Disbursing Officer, Department of Justice payable at Delhi/Fixed Deposit Receipt from Commercial bank/Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of the Department in all respects. The security deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case they supply of manpower is delayed beyond the period stipulated by this Department or on non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct in the part of manpower supplied by the agency.

(26) The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on these terms and conditions. The agreement will be valid for a period of one year commencing from the date of signing such agreement and shall continue to be in force in the same manner unless terminated in writing. The service charges/rates quoted by the agency 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/DA etc, during the period is to be absorbed by the service provider. The contract/agreement is extendable on six months basis subject to satisfactory performance of the agency and such amendments as mutually agreed to.

(27) The service provider shall not assign, transfer, pledge or sub-contract the performance of service without the prior consent of this Department.

(28) However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreement then one month's wages, etc and any amount due to the agency from this Department shall be forfeited by the Department.

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

(30) It shall be ensured by the agency that every worker assigned to this Department attends office in a neat and clean attire.

(31) In the event of any dispute arising in respect of the clause of the agreement, the matter will be referred to the Secretary, Department of Justice whose decision shall be binding on both the parties.

bl

Annexure-II

Sl.No.	Particular	To be filled by the tenderer
1	Name of the Agency	
2	Details of EMD	
	(i)Amount	
	(ii)Draft No.	
	(iii)Date	
	(iv)Issuing Bank	
3	Date of Establishment of the Agency	
4	Detailed office address of the Agency with Office (Tel.No.,Fax No.and Mobile No. and Name of the contact person)	
5	Whether registered with all Government Authorities concerned (copies of all certificates of registration to be enclosed)	
6	PAN/TAN Number (copy to be enclosed)	
7	Service Tax Registration Number (copy to be enclosed)	
8	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partner anywhere in India	
9	Length of Experience in the field	
10	Experience in dealing with Government Department (indicate the names of the Department and attach copies of contract order placed on the agency)	
11	Whether a copy of the terms and conditions (Annexure-I) duly signed, in token in acceptance of the same, is attached.]	
12	Whether agency profile is attached, <i>inter alia</i> containing information on their capital holding on the present day, their annual turnover (average of last three years)	
13	Whether based in Delhi/Delhi NCR or outside	
14	List of other clients	

Name and signature of the Proprietor/Partner/Director etc.

Seal

bl

Proforma for Financial Bid

Sl. No.	Category of Worker	Monthly rate (in Rs.)	
1	Data Entry Operator (Skilled) with proper break up	Minimum Monthly Wages	
		PF@	
		ESI@	
		Service Tax@	
		Service Charges/Administrative charges	
		Any other charges/Taxes	
		Total	
2	Semi Skilled Outsourced worker with proper break up	Minimum Monthly Wages	
		PF@	
		ESI@	
		Service Tax@	
		Service Charges/Administrative charges	
		Any other charges/Taxes	
		Total	

Name and signature of the Proprietor/Partner/Director etc.

Seal

bl