

**F. No. A-45011/5/2014 Admn.EN**  
Government of India  
**EMPLOYMENT NEWS**  
**(PUBLICATIONS DIVISION)**  
(Ministry of Information & Broadcasting)  
East Block – IV, Level – V, R.k. Puram, New Delhi-110060

**TENDER DOCUMENT**

Dated: 14.07.2015

Subject: **Outsourcing of services of Data Entry Operators in Employment News on contract basis – regarding.**

The Employment News requires the services of Data Entry Operators for carrying out its day-to-day operations in Accounts, Circulation, Advertising, Editorial and IT sections. It invites sealed quotations for outsourcing the services of **12 Data Entry Operators**, which may vary depending upon circumstances, to be deployed in New Delhi from experienced and reputed manpower supplying firms/agencies as per the following duties and qualifications:-

The duties of Data Entry Operators include:-

- i) Attend to various data entry and processing related works and other jobs specific to the section in which they would be deployed.
- ii) Handling records and work related to management of circulation of journals, advertisements, grievance management, sending emails and SMS and related work.
- iii) Attend to any other work assigned to them by the senior officers/ officials and proficient in using office gadgets like photocopying, Fax machine, etc..
- iv) Typing skill of at least 30 wpm in English or Hindi.

**2. ELIGIBILITY CRITERIA / QUALIFICATION FOR DATA ENTRY OPERATORS**

- Bachelor Degree from a recognized University
- Good knowledge of English and Hindi ( read/write/communicative)
- Must be computer and net savvy with full knowledge of using computer and internet (MS Word, MS Excel, MS PowerPoint, etc.)
- Ability to operate latest IT related devices
- Typing speed of 30 wpm (minimum) in English or Hindi.

3. The initial period of contract would be one year, extendable further on satisfactory performance with such amendments as may be mutually agreed, and subject to the necessary approval of the Competent Authority. **Service Charges/ admn. charges quoted by the firm/ agency would be fixed for a period of one year. Any statutory increase in wages etc. during this period is to be borne by the firm/ agency**

4. The manpower will have to be supplied by the firm/ agency within 15 days of award of contract.
5. Terms and Conditions of the contract may be pursued at **Annexure-I**.
6. The persons deployed by the agency should not have any adverse police record/criminal case against them. The onus in this regard will be with the agency. A copy of the police verification report of the persons whose services are provided by

the agency should be deposited with EN within 45 days after selection and placement in the office.

7. Only those who fulfill the following minimum criteria may submit their bids:-
  - (a) The manpower supplying agencies should have been in existence for more than 5 years.
  - (b) It should have been registered with the Government authorities concerned as per the norms in vogue. ( A copy of each of the registrations shall be attached with the bid.)
  - (c) It should have PAN/TIN numbers and Sales Tax/Service Tax registration number. Necessary documents in this regard may be attached with the bid.
  - (d) It should not have been blacklisted by any Government Organization. Necessary declaration to this effect should be attached with the Technical bid.
  - (e) It should be willing to take up the contract on the terms and conditions as at Annexure-I.
8. An **earnest money deposit of Rs. 1,00,000/-** (Rs. One Lakhs Only) in the form of Demand Draft Drawn in favour of the General Manager, Employment News, New Delhi may be submitted along with the technical bid, failing which the bid shall not be considered valid. (Those who obtain Tender Documents from website should enclose a **DD for Rs.1000/-** as Tender Fees).
9. The tenders should be submitted in two sealed covers:
  - (A) The first sealed cover should be super-scribed "**Technical Bid**" and should contain:
    - (i) The pro forma at **Annexure-II**, duly filled in.
    - (ii) Firm/agency profile, including previous experience of manpower supply to Government Departments.
    - (iii) Acceptance of terms and conditions at Annexure-I.
    - (iv) Demand draft for earnest money deposit.
    - (v) All other required documents.
  - (B) The second sealed envelope super-scribed "**Financial Bid**" should contain only rates which is to be quoted on monthly basis for normal duty of **8** hours per day per person for five days a week (**Annexure-III**)
  - (C) Both the sealed covers should be placed in the main sealed envelope super-scribed "**Tender for supply of Outsourced Staff**". This should be addressed to the **Section Officer, Employment News, East Block IV, Level V, R K Puram, New Delhi-110 066** by post or by hand to be delivered latest by **2:30 p.m. on 04-08-2015**.
10. If the rates/ quotations (wages plus the statutory contributions like EPF, ESIC, etc.) submitted by any firm/ agency are found to be less than the minimum wages notified by the Labour Department, Government of NCT of Delhi, the bids of such a firm/ agency will not be considered. As per guidelines of M/o. Finance, **if a firm quotes 'NIL' charges/ consideration, the bid shall be treated as unresponsive and will not be considered.**
11. Security deposit of an amount of Rs. 2,00,000/- (Rupees two lakhs only) by way to FDR with the Employment News.
12. The technical bids will be opened by the Tender Committee at 3:00 p.m. on the last date for receipt of the tenders in the presence of the participating bidders who may like to be present.
13. The Directorate reserves the right to reject any or all the tenders without assigning any reason.
14. The Tender Committee will assess the ability of the agencies to supply requisite number of personnel.

**Tintus Soreng  
Section Officer**

**TERMS AND CONDITIONS FOR OUTSOURCING OF THE SERVICES OF SECRETARIAL ASSISTANTS AND DATA ENTRY OPERATORS**

- (1) All services on outsourcing basis shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
- (2) The persons supplied by the Firm/Agency should not have any adverse Police records/criminal cases against them. The firm/agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each persons of the service 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 a certification to this effect should be submitted to Employment News. The service provider will also ensure that the persons 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 reasons immediately on receipt of such a request.
- (3) The service provider shall engage necessary number of persons as required by this Directorate 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 Employment News and further the said persons of the service provider shall not claim any employment, engagement or absorption in Employment News, in future.
- (4) The service provider's persons shall not claim any benefit/ compensation/ absorption/ regularization of service from/ in Employment News under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertakings from the persons to this effect shall be required to be submitted by the service provider to this Department.
- (5) The service provider's persons 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 persons should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of Employment News. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him/her.
- (7) The persons deputed shall not be below the age of 20 years and they shall not interfere with the duties of the employees of the Directorate.
- (8) The Employment News 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 persons if they are unacceptable to Employment News because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from Employment News.
- (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 person of the service provider shall be the responsibility of the service provider, and the Directorate shall not be liable or responsible on any of these accounts towards any persons of the service provider.

-: 2 :-

(12) Working hours would be normally from 9.30 a.m. to 6.00 p.m. during working days including ½ an hour lunch break in between. However, in exigencies of work they may be required to sit late and the person (s) may be called on Saturday, Sunday and other Gazetted holidays, if required.

(13) That the firm/ 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 Directorate shall not incur any liability for any expenditure whatsoever on the persons employed by the Agency on account of any obligation. The firm/ agency will be required to provide particulars of PF, Group Insurance of its employees deployed in this Directorate, and also submit the proof of compliance to DPD. The service provider may also ensure timely payments to avoid any dissatisfaction among the persons supplied.

(14) 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.

(15) Payments to the service provider would be strictly on certification by the officer with whom the outsourced person is attached that his/ her service was satisfactory and as per his/ her attendance shown in the bill preferred by the service provider. The Agency will provide the following details along with salary to all the persons deployed:

- (a) Pay in cheque only
- (b) Pay slip with Break-up (EPF, ESI, Basic salary + if any other)
- (c) Yearly EPF statement and monthly EPF deposit receipt.
- (d) Any details asked by the office from time to time.

(16) The monthly wages for the month in which the persons deployed should be made in the subsequent month but not later than 7<sup>th</sup> of each.

(17) No wage/ remuneration will be paid for any person of the service provider for the days of absence from duty.

(18) The service provider will provide the required number of persons for a shorter period also in case of any exigency as per the requirement of Employment News.

(19) 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.

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

(21) This Directorate shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the persons of the service provider.

(22) That the Agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. supplied to the persons 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 Employment News suffers any loss or damage on account of negligence, default or theft on the part of the employees/ agents of the firm/agency, then the agency shall be liable to reimburse to Employment News for the same. The firm/ agency shall keep Employment News fully indemnified against any such loss or damage.

(23) Employment News will maintain an attendance register in respect of the staff deployed by the firm/ agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

(24) The successful bidder shall furnish a **security deposit of Rs.2,00,000/-** (Rupees Two Lakhs only) in the form of an account payee demand draft drawn in favour of General Manager, Employment News, payable at Delhi/ Fixed Deposit Receipt from Commercial bank/Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of the Employment News 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 the supply of manpower is delayed beyond the period stipulated by this Directorate or on non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the firm/agency.

(25) The successful bidder will enter into an agreement with Employment News for supply of suitable and qualified manpower as per requirement of Employment News on these terms and conditions. The agreement will be valid for a period of one year commencing from 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 firm/ 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 this period is to be absorbed by the service provider. The contract/ agreement is extendable further, subject to satisfactory performance of the firm/ agency and with such amendments as mutually agreed to.

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

(27) However, the agreement can be terminated by either party by giving one month's notice in advance. If the firm/ 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 firm/ agency from Employment News shall be forfeited.

(28) That on the expiry of the agreement, as mentioned above, the firm/ agency will withdraw all its persons 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 persons of the firm/agency it shall be the entire responsibility of the firm/agency to pay and settle the same.

(29) In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Additional Director General (I/C), Publications Division, whose decision shall be final and binding on both parties.

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**ANNEXURE-II**

Sl. No.	Particular	To be filled by the tenderer
1.	Name of the Firm/Agency	
2.	Details of EMD	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
7.	Date of establishment of the firm/agency	
8.	Detailed office address of the Firm/Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
9.	Whether registered with all concerned Government Authorities. (Copies of all certificates of registration to be enclosed)	
10.	PAN/TIN Number (copy to be enclosed)	
11.	Service Tax Registration Number (Copy to be enclosed)	
12.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm/agency or its owner/partner anywhere in India.	
13.	Length of experience in the field.	
14.	Experience in dealing with Govt. Ministries/Departments  (Indicate the names of the Govt. Ministries/Departments and attach copies of contracts order placed on the agency)	
15.	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance or the same, is attached.	
16.	Whether firm/agency's profile is attached	
17.	List of other clients.	(i)  (ii)

**PROFORMA FOR FINANCIAL BID**

**FOR PROVIDING DATA ENTRY OPERATORS TO THE EMPLOYMENT NEWS  
PUBLICATIONS DIVISION**

**Subject: - Quotations for award of contract for providing the services of Data Entry Operators through outsourcing.**

1. Name of tendering company / Agency/Firm  
\_\_\_\_\_

2. Details of Earnest Deposit: DD/PO No. and date \_\_\_\_\_

3. Rates per person per month ( 8 hours excluding half hour lunch break ): \_\_\_\_\_  
Name of the Bank & Branch

S.No.	Component of Rate	Amount in rupees
1.	Daily wage Rate ( Not less than minimum wages As per MWA, 1948) #	
2.	Employees Provident fund as per applicable Rates	
3.	Employees State Insurance as per applicable Rates	
4.	Service Tax Liability as per applicable rate	
5.	Service charges/ Administrative charges	
6.	Any other statutory or legal liability ( please Indicate) @	
7.	Total ( column 1 to 6 above)	

**Signature of the authorized signatory  
of the Tender with seal of the Firm/Agency**

**Place:**

**Dated:**

# Rates quoted should be equal to or more than the minimum wages prescribed under Minimum Wages Act, 1948 as applicable in NCT of Delhi from time to time.

@ Contractor's Administration/Service Charges cannot be 'NIL' or "Zero" In any case these charges will not be less than the TDS deductible for individual person ( daily wages)



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