

No.97/15/2010-HR-I
Government of India
Department of Chemicals & Fertilizers
Department of Fertilizers

Shastri Bhavan, New Delhi-110 001.

Dated the 21st September, 2012.

TENDER NOTICE

Sealed tenders are invited from experienced and reputed Human Resource agencies for outsourcing of the services of **Data Entry Operators (DEO), DEO (Accounts) and Computer Programmers** required for work in the Department of Fertilizers as detailed below:

1. The details of work, qualification etc for the DEO, DEO (Accounts) & Computer Programmer is at Annexure-I.
2. Data Entry Operators, DEO (Accounts) and Computer Programmers having in depth knowledge of Office Tools as mentioned at Annexure-I, are required at present.
3. The period of contract would be initially for a period of one (01) year, extendable by 2 more years subject to satisfactory performance & mutual consent. Service charges/rates quoted by the agency would be fixed for a period of contract and Minimum wage & statutory dues are subject to amended/revised orders as per NCT Delhi & labour Dept. rules.
4. The personnel would be placed at the disposal of this Department by the Service Provider within 15 days of awarding of contract.
5. Terms and Conditions: As at Annexure- II.
6. Last date of submission of tenders is **15.10.2012**.
7. The manpower agency fulfilling the criteria given below may only, submit their bids:-
 - (a) The manpower agency should have been in existence for not less than Five years.
 - (b) It should have been registered with the Government authorities concerned and a copy of each of the registration shall be attached with the bid.
 - (c) It should have the following supporting documents; failing which the tender will not be considered:-
 - (i). Earnest Money Deposit (EMD) :- **Demand draft for Rs. 1,00,000/- only** in the favour of "Pay & Accounts Officer, Department of Fertilizers, Government of India, New Delhi".
 - ii. ESI Code No.

...2/-

(ii) ESI Code No.

(iii) EPF Code No.

(iv). PAN No.

(v). Labour Dept Registration No.

(vi). Service tax No.

(vii). ISO certification for Manpower services

(viii). Work experience-

- Certificates from minimum of 5 clients at least one of which should have been from Govt. Department / Ministry / PSU giving number of persons deployed.
- A list of Departments/ Ministries / PSUs / other clients during the last 5 years along with the other details like no. of persons provided, duration etc.

(d) It should not have been black listed by any government organization.

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

(f) The company/firm/agency should have at least Five years of experience in providing manpower to Government Department/PSUs.

(g) Copy of IT return filed for the last three years. Turnover figure for last one Financial year is more than **2 Crores**.

8. The Tender should be submitted in sealed covers, as under:-

(A) The first sealed cover (Technical Bid) should contain:

(i) Duly filled proforma at Annexure-III.

(ii) Agency profile including previous experience of manpower supply to Government Departments etc.

(iii) The Tenderer is required to sign the Annexure-II at the end as to confirmation of his acceptance of the terms and conditions of the tender. He/she should also sign the declaration at Annexure-V.

(iv) Earnest Money Deposit.

(v) Other required documents mentioned at Para 6.

(B) The Second Sealed envelope (Financial Bid) should contain only rates quoted on monthly basis for normal duty of 8 ½ hours per day (from 9AM to 5.30PM, inclusive of half an hour lunch break) per person for five days week as per proforma at Annexure-IV duly filled in.

(C) Both the Sealed covers should be placed in the main sealed envelope super scribed '**Tender for supply for Outsourced Staff**'. This should be addressed to the Under Secretary (Admn.), Department of Fertilizers., The Technical bid will be opened at 4.00 P.M on the same date i.e. **15.10.2012**, in the cabin of the undersigned located in Room No. 205-D, Shastri Bhawan, New Delhi. If any of the participating bidders may like to be present at the opening of the bids, they may do so. The Financial bid will be opened on **17.10.2012** at 4 PM. In the cabin of the undersigned.

9. The Department will assess the competence of the agencies to supply requisite number of personnel in the required category based in their record, profile, and any other criteria as it may fix and only those found fit will be eligible for consideration of rates quoted by them.

10. The Government reserves the right to withdraw/cancel the tender at any time.



(Sanjay Srivastava) 21/5

Under Secretary to the Govt. of India.

Tel. 23389364.

To,

All concerned through Official website of the Department of Fertilizers i.e.

www.fert.nic.in

NIC - for uploading in the website.


24/9/12

The details of work, qualification, etc, for:

I. Data Entry Operators (DEO).

1. Minimum qualification is 10+2 in any discipline from a recognized University and proficient in English Language.
2. Typing speed of 40 w.p.m. in English or 30 w.p.m. in Hindi typing.
3. Capable in handling large volumes of quantitative and qualitative data using MS Excel. Analytical abilities using MS Excel and record keeping, documentation.
4. Proficient in computer applications such as MS-office (Outlook/Word/ Access/ Power Point/Excel) and Internet etc.
5. Good Communication (written and oral) skills in English and Hindi.
6. In depth knowledge of office tools and proficiency in use of office gadgets like photo copying machines, Fax Machines, Key Telephone Systems etc.

Duties.

1. Typing, Diary, Dispatch of Letters, Movement of Files and Data entry of various proposals and reports received in the Department.
2. Follow up with various agencies at Central, State and District level and with other stake holders of the Department of Fertilizers to obtain relevant information necessary for input.
3. Provide support on any data related queries.
4. Any other work assigned by the Department from time to time.

II. Data Entry Operators (Accounts)

Qualification:

- i. B.Com from a recognized University
- ii. Capable in handling large volumes of quantitative and qualitative data using MS Excel. Analytical abilities using MS Excel and record keeping/ documentation.

iii. Proficient in computer applications such as MS-office (Outlook/Word/ Access/ Power Point/Excel) and Internet etc.

iv. Good Communication (written and oral) skills in English and Hindi.

v. In depth knowledge of office tools and proficiency in use of office gadgets

like photo copying machines, Fax Machines, Key Telephone Systems etc.

Duties

i. Working in the software systems installed in the FMS Wing. Data Entry, review, spreadsheets, yearly/monthly/weekly returns, analysis of data.

ii. Preparation of bills and other statements.

iii. Follow up with various agencies at Central, State and District level and with other stake holders of the Department of Fertilizers to obtain relevant information necessary for input.

iv. Provide support on any data related queries.

v. Any other work assigned by the Department from time to time

III. Computer Programmers

Qualification:

BE/B.Tech/MCA with first class or minimum 60% marks in aggregate or equivalent in Computer Science/computer related areas;

or

M.Sc in Computer Science with 1st class or at least 60% marks or equivalent.

or

Master's degree in Physics/ Maths /Statistics/Operation Research with either PG Diploma in Computer Science from a Govt. recognized institution/university or at least 3 years experience in computer programming is essential. The Master's degree and PG Diploma should be with 60% marks in aggregate or equivalent grade.

Duties:

Development of software tools and packages for various projects in the areas of MIS application preferably using Net Technology and SQL Server RDBMS, Network, Technical support on Office Automation Packages (Payroll Package, File Tracking System etc.) e-mail/internet, MS-Word, MS-Excel and MS-Power point. Experience of System Designing, Analysis and database is desirable.

Terms and conditions

Outsourcing of the services of Data Entry Operators (DEO), DEO (Accounts) and Computer Programmers in Department of Fertilizers

- (1) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
- (2) The persons supplied by the Agency should not have any 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 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 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 for any reasons immediately on receipt of such a request from the Department.
- (3) The service provider shall engage necessary persons as requested by Department of Fertilizers from time to time. The said persons engaged by the Service Provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary every month **up to 7th**. There is no Master & Servant relationship between the employees of the service provider and this Department and further that the said persons of the service provider shall not claim any right for employment in the Department on the basis of their working in the Department, in future.
- (4) The persons deployed by the Service provider shall not claim any benefit/ compensation/absorption/regularization of services 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 the Department, before their actual deployment in the Department.
- (5) The persons deployed by the Service Provider shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative organizational matters as all these are of confidential/secret nature.
- (6) The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will 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 be below the age of 18 years and they shall not interfere with the duties of the other regular or contract employees of this Department.

(8) This Department may require the service provider to dismiss or remove/replace 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 office.

(9) This Department shall provide photo identity Card to the persons employed by the Service Provider for carrying out the work. These cards are to be constantly displayed & their loss reported immediately to the Department.

(10) The service provider shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

(11) The food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.

(12) Working hours would be normally 8 ½ hours per day from 9.00 A.M to 5.30P.M. during working days including half 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 azette holidays, if required. They may be paid extra wages as per the rates approved for working on such holidays.

(13) The agency will be wholly and exclusively responsible for regular and prompt 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 Wage Act, Employees Provident Fund. ESI Act etc. and the Department shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency is required to provide particulars of EPF, ESI of its employees engaged in this Department. The wages will be disbursed by cheque to the personnel by the Service Provider.

(14) The service provider will submit the bill in triplicate in respect of a particular month in the first week of the next month along with the attendance record of the persons deployed duly attested by the officer under which the persons have been working. The payment will be normally released by the third week of the following month after deduction of taxes deductible at source under the laws in force.

(15) No wage/remuneration will be paid to any staff for the days of absence from duty. The staff will, as far as possible, seek prior permission for any absence and in case of any exigencies, keep the officer informed, with whom posted to work with.

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

(17) The service provider shall provide a substitute, 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.

(18) The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from the 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 the Department in fulfillment of the contract from time to time.

(19) 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.

(20) The agency on its part and through its own resources shall ensure that the goods, materials and equipments 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 acts 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 the loss to this Department in full. The agency shall keep the Department, fully indemnified against any such loss or damage.

(21) This Department will maintain attendance registers in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

(22) The successful bidder shall furnish a security deposit equivalent to Rs.1,00,000/- (Rupees One Lakh only) in the form of an account payee demand draft drawn in favour of the "Pay and Accounts Officer, Department of Fertilizers, New Delhi payable at Delhi or a Fixed Deposit Receipt from a commercial bank, Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of this Department in all respects. The security deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations or 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 Agency. The Earnest Money Deposit given by the successful bidder will be refunded on receipt of the security deposit.

(23) The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.

(24) 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 any amount due to the agency from this Department including security deposit shall be forfeited and also this Department shall have the right of cancellation of contract without assigning any reason.

(25) 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.

(26) **Service charges/rates quoted by the agency would be fixed for a period of contract and Minimum wage & statutory dues are subject to amended/ revised as per NCT Delhi & labour Dept. rules. There will be an increase of minimum of 10% in the wage, in case of only DEO (Accounts) and Programmers.**

(27) The Department shall levy appropriate penalty for deficiency in services or for violation of any terms of the contract. The amount of penalty may be upto 20% of the Security deposit.

(28) For any dispute between the Service Provider and this Department, the legal jurisdiction will be Delhi/New Delhi.

(29) **The company/ firm who will be awarded the contract, shall have to provide the proof of deposit of all the mandatory charges being paid by the Department, failing which their services would be terminated with immediate effect and their security deposit would be forfeited and they will be black listed. Further the firm will have to disburse the salary by 7th day of every month failing which suitable action as deemed fit, will taken against the agency.**

(30) **Bids received Below Minimum wage, as per NCT, Delhi orders will be rejected. Further all statutory dues (PF and ESIC) are required to be indicated in the bid (Annexure IV). Bids received without such details will also be rejected.**

(31) OTA will be granted on pro-rata on proportionate basis as per rule of M/o. Labour basis based on NCT Delhi minimum wage and ESIC rules if he / she is called for official work on Saturday, Sunday or on holiday.

PROFORMA FOR PERSONAL PARTICULARS

| S . No. | Particular | To be filled in by the Tenderer |
|----------------|--|--|
| 01 | Name of the Agency | |
| 02 | Details of EMD i) Amount (ii) Bank Draft No. (iii) Date (iv) Issuing Bank | |
| 03 | Date of establishment of the agency | |
| 04 | Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person. | |
| 05 | Whether registered with all concerned Government Authorities. (Copies of all certificates of registration to be enclosed) | |
| 06 | ESI Code No (copy to be enclosed) | |
| 07. | EPF Code No (Copy to be enclosed) | |
| 08. | PAN Number (copy to be enclosed) | |
| 9. | Service Tax Number (copy to be enclosed) | |
| 10. | ISO Certification for Manpower Services (copy to be enclosed) | |

| | | |
|-----|--|--|
| 11. | <p>Work experience (copies to be enclosed)</p> <p>(i) Government Dept./Ministries satisfactory certificate of minimum 5 clients enclosed (copy to be enclosed)</p> <p>(ii) Government Dept./Ministries one Clients should be Minimum 50 persons in a single order. (copy to be enclosed</p> | |
| 12 | <p>Whether the firm is blacklisted or was blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (if no, a certificate is to attach in this regard)</p> | |
| 13 | <p>List of other clients</p> | |

Date:

Signature of authorized signatory of
the tenderer with seal of the Firm

Name of Agency:

'PROFORMA FOR RATE QUOTATION

| S. No | Rate per month per person | DEO (Graduate) | DEO (Matriculate but not Graduate) | DEO (Accounts) | Computer Programmer |
|--------------|------------------------------------|--|--|---|---|
| 1. | Minimum wage | as per NCT, Delhi order dt. 20.4.2012: | as per NCT, Delhi order dt. 20.4.2012: | Minimum wage treated as Rs. 12,000/- p.m. | Minimum wage treated as Rs. 15,000/- p.m. |
| 2. | PF | | | | |
| 3. | ESIC | | | | |
| 4. | Service Tax | | | | |
| 5. | Service charge or any other charge | | | | |
| 2. | Total (a) + (b) + (c) + (d) | | | | |

Date:

(Signature)

Name

Designation

Seal

ANNEXURE - V

DECLARATION

1. _____ Son/Daughter/Wife of Shri _____ of the agency/ firm mentioned above is competent to sign this declaration and execute this tender document:

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:

3. The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of authorized person

Full Name: _____

Seal: _____

Date:

Place: