

**F.No. A.12024/3/2015 – Admn.**  
**Government of India**  
**Ministry of Industries & Public Enterprises**  
**Department of Heavy Industry**

**Udyog Bhawan, New Delhi**  
**Dated the 28<sup>th</sup> December, 2016**

**NOTICE INVITING e-TENDER**

1. e-Tenders are invited from reputed, experienced and financially sound Manpower providing Companies / Firms / Agencies **to provide 30 skilled Data Entry Operators (English) and 07 Stenographers (English) to the Department of Heavy Industry for a period of one year.** The requirement of number of Data Entry Operators and Stenographers may increase or decrease during the period of the contract.
2. Complete Tender Documents may be downloaded from Central Public Procurement Portal's (CPPP) Website i.e. <http://eprocure.gov.in> and from the website of Department of Heavy Industry i.e. <http://dhi.nic.in>. The bid will be accepted as e-Tender only through CPP Portal.
3. The interested Companies/Firms/Agencies shall submit their bid online by registering on the Central Public Procurement Portal. It is mandatory for bidders to have a valid Digital Signature Certificate for participating in the bidding process. The Earnest Money Deposit of Amount Rs 2,00,000/- (Rupees Two Lacs Only) in the form of Demand Draft drawn in favour of DDO, Department of Heavy Industry should reach Room No. 16, Under Secretary, Department of Heavy Industry, Udyog Bhawan, New Delhi before the date and time of opening of Technical Bid. EMD exemption is allowed only for Micro & Small Enterprises registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of MSME.

**Important dates for the invitation of aforesaid Online Bid:**

- |  |                                   |             |
|--|-----------------------------------|-------------|
| ➤ Publishing date of Bid               | : 28 <sup>th</sup> December, 2016 | at 03:00 PM |
| ➤ Bid Documents Downloading Start Date | : 28 <sup>th</sup> December, 2016 | at 03:30 PM |
| ➤ Bid Submission Start Date            | : 28 <sup>th</sup> December, 2016 | at 04:00 PM |
| ➤ Bid Document Downloading End Date    | : 31 <sup>st</sup> January, 2017  | at 10:00 AM |
| ➤ Bid Submission End Date              | : 31 <sup>st</sup> January, 2017  | at 04:00 PM |
| ➤ Technical Bid Opening Date           | : 02 <sup>nd</sup> February 2017  | at 03:00 PM |
| ➤ Financial Bid Open Date              | : To be indicated later           |             |

4. This Department reserves the right to amend/withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Department in this regard would be final.
5. In case, any holiday is declared by the Government of India on the day of Bid Opening Date, the bid will be opened on the next working day at the same time.

  
(S.K. Saxena)

**Under Secretary to the Government of India**  
**Tel: 2306 1106**

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The Department of Heavy Industry requires the services of reputed, well established and financially sound Manpower Company / Firm / Agency to provide Data Entry and Stenographic assistance for its Officers.
2. The contract is valid for a period of one year. However, the period of the contract may be further extended beyond the contracted period, as per the requirement or may be curtailed / terminated before the contracted period owing to deficiency in service or substandard quality of manpower deployed by the selected Company / Firm / Agency. Also, The Department reserves right to terminate the contract at any time after giving one week notice to the selected service providing Company / Firm / Agency.
3. This Department has requirement of **30** skilled Data Entry Operators (English) who are at least graduate or equivalent and between **21-40 years of age [relaxation may be made with the prior approval of Competent Authority in suitable cases]** and well conversant with computers and essentially well trained in MS Word and also desirably possess knowledge of MS Excel and MS Power Point packages and should have a minimum typing speed of **30 words per minute in English**. Company/firm/agency, which is in a position to provide shorthand knowing candidates, will be given preference.
4. The Department is also in need of **07** Stenographers who should be 10+2 pass or equivalent and between **21-40 years of age [relaxation may be made with the prior approval of Competent Authority in suitable cases]** and skilled in stenography at 80 words per minute with its transcription in 50 minutes for 10 minutes dictation and should possess the basic knowledge of computer operation including MS Office preferably MS Word, MS Power Point and MS Excel.
5. The interested agencies are required to submit "Technical Bid" and "Financial Bid" as per bidding schedule in Notice Inviting e-Tender (NIT) document on the Central Procurement Portal's website <http://eprocure.gov.in/eprocure/app>. Technical Bid will be opened and evaluated first and the Financial Bid of those bidders who's Technical Bids are found complete and valid in all respect shall be qualified for Opening of Financial Bid.
6. The **Earnest Money Deposit (EMD) of Rs. 2,00,000/- (Rupees Two Lac only)**, refundable (without interest), in the form of Demand Draft drawn in favour of DDO, Department of Heavy Industry, New Delhi should reach Room No. 16, Under Secretary, Department of Heavy Industry, Udyog Bhawan, New Delhi **failing which the tender shall be rejected summarily**. In case of seeking EMD exemption, a valid registration certificate from concerned authority should be uploaded as per Public Procurement Policy for MSEs Order 2012
7. The successful tenderer will have to deposit a Performance Security Deposit of Rs. 2,00,000/- in terms of General Financial Rules, 2005 in the form of Fixed Deposit Receipt (FDR)/Bank Guarantee(BG) in favour of **DDO, Department of Heavy Industry, New Delhi** which shall remain valid upto a period of 60 days beyond the completion of all contractual obligations. The Security amount shall be deposited within 15 days from the date of Award of Contract. In case, the contract is further extended beyond the initial period, the FDR/BG will have to be accordingly renewed by the successful bidder.
8. The Technical/Financial Bid shall be opened online on the scheduled date and time as mentioned in the Notice Inviting e-Tender.
9. The competent authority of Department reserves the right to annul all bids without assigning any reason.
10. The bidders will have to specify the amount to be charged towards service charges for providing the DEOs and Stenos. It may also be noted that in order to eliminate frivolous bids and disguised charges/deduction from salary of personal service providers bidding at zero percent service charges shall be disqualified.

*Das*



### TECHNICAL BID REQUIREMENTS/CONDITIONS:

1. The tendering manpower Company/Firm/Agency should fulfil the following conditions:
  - (a) The Registered/Operating/Branch Office of the Company/Firm/Agency should be located either in Delhi / New Delhi or in any of the Satellite Towns of Delhi;
  - (b) The Company / Firm / Agency should have at least three years' experience in providing manpower to Public Sector Companies / Banks/Government Departments/ Ministries or Private Companies or any reputed private establishment/institutions.
  - (c) The Company / Firm / Agency should have its own Bank Account;
  - (d) The Company / Firm / Agency should be registered with Income Tax and Service Tax departments.
  - (e) The Company / Firm / Agency should also be registered with appropriate authorities under Employees' Provident Fund and Employees State Insurance Acts;
  - (f) The Company / Firm / Agency should have the minimum turnover of Rs. 1.00 crore during the last three Financial Year i.e. 2013-14, 2014-15 and 2015-16.
  - (g) Addresses on various certificates by above cited authorities should be the same as Registered/Operation/Branch Office of the firm/company/agency.

2. The tendering Companies / Firms / Agencies are required to **upload scanned copies of the following documents** (self-attested), while submitting the e-Tender, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

S. No.	List of Documents to be uploaded
1.	Registration with Labour Commissioner
2.	Registration Certificate.
3.	Copy of PAN / TIN/GIR Card.
4.	Copy of the Service Tax registration certificate.
5.	Copies of EPF and ESI certificates
6.	Copy of the IT return filed for the last three financial years i.e. 2013-14, 2014-15 and 2015-16.
7.	Copy of EMD of amount of Rs 2.00 Lac in the form of Demand Draft issued by scheduled Bank and drawn in favour of DDO, Department of Heavy Industry, New Delhi. In case of seeking EMD exemption, a valid registration certificate from concerned authority should be uploaded as per Public Procurement Policy for MSEs Order 2012.
8.	Proof of Annual Turnover of Rs 1.00 Crore per year for last 3 Financial Year i.e. 2013-14, 2014-15 and 2015-16.
9.	Work Experience Certificate of previous three years in various Public or Private Establishments.
10.	Self-Declaration on Stamp paper that firm has never been blacklisted by any Govt. Ministry/Department.

3. The conditional bids shall not be considered and will be outrightly rejected in very first instance.

4. Doubt, if any, may please be clarified from Under Secretary (Administration), Department of Heavy Industry, Room No. 16, Udyog Bhawan, New Delhi (Tel.No. 2306 1106) **before submitting Technical bids so as to avoid rejection of the same, at the time of evaluation of bids.**

*Handwritten signature*



7.	Service Tax Registration No. (Upload attested copy)	:	
8.	E.P.F. Registration No. (Upload attested copy)	:	
9.	E.S.I. Registration No. (Upload attested copy)	:	
10	Financial turnover of the tendering <b>Company / Firm / Agency</b> for the last 3 Financial Years: (upload separate sheet)	:	In the table below

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2013-14		
2014-15		
2015-16		

11. Details of the major similar contracts handled by the tendering Company / Firm / Agency during the last three years in the following format:

(if the space provided is insufficient, a separate sheet may be attached)

S. No.	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs. Lacs)	Duration of Contract	
			From	To
1.				
2.				
3.				

12.

Details of Earnest Money Deposit	:	Rs. 2,00,000/- (Rupees Two Lacs Only)
D.D. No. & Date	:	
Drawn on Bank	:	

*Daraj*

**DECLARATION**

1. 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 by 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 authorized Signatory

Date:

Full Name

Place:

Seal





## FINANCIAL BID PERFORMA

Name & Address of the company/agency/firm: \_\_\_\_\_

### (A) Terms & Conditions for Financial Bid:-

1. It is certified that wages to be paid shall not be less than the prescribed minimum rate of wages under the Minimum Wages Act, 1948 as revised from time to time and notified by the Govt. of National Capital Territory of Delhi during the whole period of contract.
2. The minimum wages shall be paid as per rates applicable for Clerical & Non-Technically Supervisory Staff notified by the GNCT of Delhi for Matriculates but not Graduates in r/o Stenographers and for Graduates & above in r/o Data Entry Operators.
3. The wage slip shall be issued in Form XIX [See Rule 78(1) (b)], to the DEOs and Stenos at least a day prior to the disbursement of wages. Also, **the wages paid to DEOs and Stenos shall be made through NEFT in their respective bank accounts.**
4. It is further certified that all Govt. dues including PF, ESIC, Service Charges, and Service Tax etc. shall be paid to the concerned authorities as per prevailing laws of the land.

### (B) Financial Bid

1. Accepting the above terms & conditions, the financial details are quoted as under:

Proforma for Financial Price for one DEO per month		
Sl. No.	Item Head	Rate
1	Wages Payable per worker per month (as per Minimum Wages)	
2	<b>ESI</b>	
	Employee's Contribution (%)	
	Employer's Contribution (%)	
3	<b>Employee Provident Fund</b>	
	Employee's Contribution (%)	
	Employer's Contribution (%)	
4	Service Charges (In Rs.)	
5	Service Tax (%)	

Proforma for Financial Price for one Stenographer per month		
Sl. No.	Item Head	Rate
1	Wages Payable per worker per month (as per Minimum Wages)	
2	<b>ESI</b>	
	Employee's Contribution (%)	
	Employer's Contribution (%)	
3	<b>Employee Provident Fund</b>	
	Employee's Contribution (%)	
	Employer's Contribution (%)	
4	Service Charges (In Rs.)	
5	Service Tax (%)	

*Dasg*

**Overtime Charges (per day basis)**

Proforma for Financial Price for one DEO		
Sl. No.	Item Head	Rate
1	Overtime Charges (per day basis)	
2	<b>ESI</b>	
	Employee's Contribution (%)	
	Employer's Contribution (%)	
3	<b>Employee Provident Fund</b>	
	Employee's Contribution (%)	
	Employer's Contribution (%)	
4	Service Charges (In Rs.)	
5	Service Tax (%)	

Proforma for Financial Price for one Stenographer		
Sl. No.	Item Head	Rate
1	Overtime Charges (per day basis)	
2	<b>ESI</b>	
	Employee's Contribution (%)	
	Employer's Contribution (%)	
3	<b>Employee Provident Fund</b>	
	Employee's Contribution (%)	
	Employer's Contribution (%)	
4	Service Charges (In Rs.)	
5	Service Tax (%)	

Signature of authorized Signatory

Date:

Full Name

Place:

Seal

**Note:-**

- (1) Financial Bid strictly shall be in the form and manner as (B) above. Bids having any deviation from above terms & conditions shall be summarily rejected. **No conditional bids shall be entertained.**
- (2) Doubt, if any, may please be clarified from Under Secretary (Administration), Department of Heavy Industry, Room No. 16, Udyog Bhawan, New Delhi (Tel.No. 2306 1106) **before submitting financial bids so as to avoid rejection of the same, at the time of evaluation of bids.**





## TERMS AND CONDITIONS OF THE CONTRACT

1. The contract shall be for a period of one year unless it is curtailed or terminated by this Department owing to deficiency of service, sub-standard quality of Data Entry Operators and Stenographers deployed, breach of contract etc.
2. The contract shall automatically expire on completion of one year unless extended further by the mutual consent of contracting agency and this Department.
3. The contract may be extended, on the same terms and conditions or with some addition / deletion / modification, for a further specific period mutually agreed upon by the successful service providing Company / Firm / Agency and the Department.
4. The contracting Company/ Firm / Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Department.
5. The Department, at present, has requirement of 30 skilled Data Entry Operators and 07 Stenographers. The requirement may further increase or decrease during the period of initial contract also and the tenderer would have to provide additional Data Entry Operators and Stenographers, if required, on the same terms and conditions.
6. The tenderer will be bound by the details furnished to this Department while submitting the tender or at any subsequent stage. In case, any of such documents furnished by the agency/firm/company is found 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.
7. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
8. The Department reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.

### LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED

9. The contracting agency/firm/company shall ensure that the individual Data Entry Operators and Stenographers so deployed in the Department of Heavy Industry conform to the following technical specifications of age, educational and skill qualifications.

#### Data Entry Operator

- (a) **The Data Entry Operators should be at least graduate or equivalent from a recognized University/Board and between 21-40 years of age. A relaxation in the upper age limit may be made with the prior approval of Competent Authority in suitable cases.**
- (b) The Data Entry Operators should be conversant with the working of the computers and should necessarily have knowledge of MS Word and preferably of MS Excel and MS Power Point packages;
- (c) The Data Entry Operators should have a minimum typing speed of 30 words per minute in English on computer.



Stenographer

- (a) **The Stenographer should be at least 10+2 or equivalent from any recognised Board / Council / University and between 21 – 40 years of age. A relaxation in the upper age limit may be made with the prior approval of Competent Authority in suitable cases.**
- (b) The Stenographer should be skilled in stenography at 80 words per minute with its transcription in 50 minutes for 10 minute's dictation;
- (c) The Stenographer should possess the basic knowledge of computer operation including MS office preferably MS Word, Power Point and Power Excel.

The Character & antecedents of Data Entry Operators and Stenographers should have been got verified by the agency from the local police authorities and an undertaking to this effect may be submitted.

10. This Department is a Central Government office and has five working days (i.e. Monday to Friday) in a week from 09:00 hrs. to 17:30 hrs. with a lunch break of ½ hour from 13:00 hrs. to 13:30 hrs. Besides this, the Department also observes the Gazetted holidays notified by the Government of India from time to time. The Data Entry Operators and Stenographers, however, may be required to attend the office in emergencies for which she/ he will be paid as per agreed rates and also subject to instructions of Labour Department, NCT of Delhi.

11. The contracting Company / Firm / Agency shall furnish the following documents in respect of the individual Data Entry Operators and Stenographers who will be deployed by it in this Department before the commencement of work:

- (a) List of persons deployed;
- (b) Bio-data of the persons;
- (c) Attested copy of Educational Qualification certificate containing date of birth;
- (d) Attested copies of ID & address proof;
- (e) Certificate of verification of character & antecedents of persons by local police authority.

12. In case, the person employed by the successful Company / Firm / Agency commits any act of omission / Commission that amounts to misconduct / indiscipline / incompetence, the successful Company / Firm / Agency will be liable to take appropriate action against such persons, including their removal from site of work, if required by the Department.

13. The tendering Company / Firm / Agency shall replace immediately any of its personnel/s who is/are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from this Department.

14. The person deployed shall be required to report for work at 0900 hrs. to Section Officer (Administration), Department of Heavy Industry, and would leave at 1730 hrs. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions in a month, one day's wage shall be deducted.

15. The agency shall depute a coordinator who would be responsible for immediate interaction with the Department so that optimal services of the persons deployed by the Agency could be availed of without any disruption. 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

*Barap*



responsibility of the service provider. **The delay in making available physically a substitute beyond three working days can attract a penalty @ Rs.200 per day per person on the service providing agency.**

16. It will be the responsibility of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed in this Department and this Department will have no liabilities in this regard.

17. For all intents and purposes, the service providing agency shall be the "Employer" within the meaning of different Labour Legislations in respect of Data Entry Operators and Stenographers so employed and deployed in this Department. **The persons deployed by the agency in this Department shall have no claims of any Master and Servant relationship against the Department of Heavy Industry.** 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. An undertaking to this effect may be obtained from the Employees to submit to this Department before such deployment

18. The service providing agency shall be solely responsible for the redressal of grievances/ resolution of disputes relating to person deployed. This Department shall, in no way, be responsible for settlement of such issues whatsoever.

19. This Department shall not be responsible for any financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation.

20. The persons deployed by the service providing agency shall not claim nor shall be entitled to pay, perks and other facilities as admissible to regular / confirmed employees of this Department during the currency or after expiry of the contract.

21. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to any claim for any absorption in the regular / otherwise capacity in this Department.

## LEGAL

22. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this Department. It shall be the duty of the service provider to pay their salary every month as per prevailing minimum wage approved by Delhi Government.

23. Tendering agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Department of Heavy Industry to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

24. The tendering agency shall maintain all statutory registers under the Law. The agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under Law.

25. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Department.





26. In case, the tendering agency 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 make deduction from the outstanding bills or the Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.
27. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to any claim for any absorption in the regular/otherwise capacity in this Department.
28. Further, **if the agency fails to make available physically 30 Data Entry Operators and 07 Stenographers against the initial requirement within 15 days from date of placing the order the EMD/PERFORMANCE GUARANTEE can be forfeited without giving any further notice.**
29. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by this Department besides annulment of the contract.
30. The service provider will submit the bill, in triplicate, in respect of a particular month in the first week of the following month for early settlement of the bill after deduction of taxes deductible at source under the laws in force. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of this Department.
31. Payments to the service provider would be strictly **on certification of attendance and satisfactory work signed by the section/officer with whom the outsourced personnel is attached.** A proportionate deduction would be made from the bill for the absence of persons deployed by the service provider. 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.
32. **The firms have to ensure the payment of minimum wages to the employees as fixed/revised by Govt. of NCT of Delhi from time to time and all statutory dues thereon to the concerned authorities. The rates quoted by the firms will be revised by this Department during the currency of the Contract in accordance with the rates of Minimum Wage/Taxes revised by the Concerned Authorities. Also, the firm/Agency/Company shall make the payment within 3 days of receiving the attendance certificate from this Department**
33. The Department reserves right to withdraw / relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
34. All disputes arising out of Contract shall be subjected to the jurisdiction of Delhi Courts only.



(S.K. Saxena)

Under Secretary to the Government of India

Tel: 2306 1106