



Government of India
Ministry of Communications and Information Technology
Department of Telecommunication
O/o Dy. Director General, Telecom Enforcement, Resource &
Monitoring Cell, Kerala
CTSD Complex(BSNL), Gandhi Nagar, Cochin – 682 020.

Tender No. TERM Kerala/9-1/Tender – DEO/2011/1

BID DOCUMENT

TENDER FOR
“ DATA ENTRY OPERATOR Services”
in the O/o Deputy Director General
Telecom Enforcement, Resource & Monitoring Cell, Kerala
Department of Telecommunications

(Visit us at www.dot.gov.in)

Non-transferable

Price of Bid Document : Rs.200/-

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TERM Kerala/9-1/Tender –DEO/2011/ 1 dtd 26.07.2011

1. TENDER NOTICE

- 1.1. Sealed tenders on behalf of the President of India, are invited under Two Bid System i.e. Qualifying Bid and Financial Bid from experienced Manpower Companies / Agencies registered with labour commissioner for supplying manpower of Three- Data Entry Operator in the office of DDG (TERM), Kerala, for a period of six months from the date award of contract. **The estimated cost of the tender is Rs. 1.67 lakh(approx).**
- 1.2. Desirous companies/agencies may obtain tender documents w.e.f. 28.07.2011 on request in writing from AD3, O/o Dy Director General (TERM), Dept of Telecommunications, CTSD Complex (BSNL), Gandhi Nagar, Cochin 682020 (Phone No.0484 2205700/6700) (on all working days between 10.30 hours and 17.30 hours) upto 18.08.2011 on payment of Rs.200/- (non- refundable and non-transferrable) in the form of Demand draft from any scheduled bank drawn in favour of Communication Accounts Officer, O/o CCA, Kerala, payable at Trivandrum.
- 1.3. Tender documents downloaded from the DOT web site- www.dot.gov.in are also acceptable provided the requisite tender fee/cost i.e. Rs.200/- is enclosed in the form of Account Payee Demand Draft from any of the Scheduled Bank drawn in favour of Communication Accounts Officer, O/o CCA, Kerala, payable at Trivandrum at the time of submission of bid document. Tender submitted without cost of Tender form will be summarily rejected.

1.4. Schedule –

Date & time of issue of Bid Document	: 28.07.2011 to 18.08.2011 (Time 10:30 hrs to 17:30.) (Mon – Fri)
Last date & time for receipt of tenders	: 19.08.2011, Time 1500 hrs.
Date & Time for opening of Qualifying Bid	: 19.08.2011, Time 1530 hrs.
Date & Time for opening of Financial	: To be notified later for

Bids technically qualified bidders

Place of opening the Tenders : Chamber of DIR(TERM)
O/o Dy. Director General(TERM)
Dept of Telecommunications,
CTSD Complex(BSNL), Gandhi
Nagar, Cochin – 682 020.

Validity of Quote / Offer : 180 days from the date of
Opening of tenders.

- 1.1. The Bidder is expected to read all instructions, forms, specifications, terms and conditions in the Bid Documents. Failure to furnish all information and documents required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the Bidder's risk and shall result in rejection of the bid.

K.N.Madhu
Assistant Director (TERM)
Office of Dy. Director General(TERM)
Dept of Telecommunications,
CTSD Complex(BSNL), Gandhi Nagar,
Cochin – 682020.

2. SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

2.1 The Office of Deputy Director General (TERM) Ministry of Communications & IT, Department of Telecommunications located at CTSD Bldg(BSNL),Gandhi Nagar Ernakulam requires the services of registered, reputed, well established and financially sound Manpower Companies / Firms / Agency to provide services of data entry operator to this office.

The contract will be for Six months initially. The period of the contract may be further extended for a period of one more year after the completion of contract based on the requirement of this office for the above manpower at that time or may be curtailed / terminated before the contract period owing to deficiency in service or substandard quality of the manpower deployed by the selected Company / Firm /Agency. This office, however, reserves right to terminate this initial contract at any time after giving one week notice to the selected service providing Company / Firm / Agency.

This office has initial requirement for **Three data Entry Operators**. The data Entry Operators should be at least matriculate pass from recognized institution with a fair command on English. He should have sufficient knowledge of Computer operations typically like MS office, Excel, Access, Word, and should be able to handle the data operations efficiently. The nature of services shall include carrying out all the functions generally performed in this office by computer operators including but not limited to the work of maintenance of office record etc.

2.2 The nature of services of **Data Entry Operation** will include generally the following Works

- i. Scanning the documents, computer data entry, preparing of reports and other general office documents.
- ii. Typing the official letters and other documents.
- iii. Handling existing data and editing current information.
- iv. Proof reading new entries into a database etc.
- v. Keeping the office record updated.
- vi. Taking backup of data at regular intervals and storage of data.

The requirement of this office may increase or decrease during the initial period of contract also.

The manpower to be engaged should be between 18-30 years in age.

His / her antecedents should have been got verified by the agency from the local police authorities and a certificate to that effect should be submitted by the agency.

2.3 Earnest Money Deposit (EMD):-

2.3.1. The Companies/ Firms/ Agencies may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.3400/- in the form of DD, from any of the scheduled banks drawn in favour of Communication Accounts Officer, O/o CCA, Kerala, payable at

Trivandrum. DD should be valid for a minimum period of 150 days from the last date for submission of the tender.

2.3.2. Tenders received without the requisite EMD of Rs.3400/-shall be rejected outright and returned to the bidder without opening financial bid.

2.3.3 The EMD in respect of the agencies which do not qualify the qualifying Bid (First Stage) / Financial Bid (Second competitive stage) shall be returned to them without any interest. However, the E.M.D. in respect of the successful tenderer shall be either returned(without interest) or adjusted towards the Performance Security Deposit. Further, if the agency fails to deploy manpower against the initial requirement within 15 days from date of placing the order the EMD shall stand forfeited without giving any further notice

2.4 Submission of Bid / Bid opening:-

The tenders have been invited under **two bid system i.e. Qualifying Bid and Financial Bid.**

2.4.1.The agencies are advised to submit the bids as given below,

(i) **Envelope 1** super scribing “**Qualifying Bids for Providing Data Entry Operator services for the O/o DDG(TERM),Kerala for 2011**”, should contain the following documents.

- (a) Qualifying Bid (As in Annexure I)
- (b) Declaration
- (c) Copy Registration certificate with Labour Department
- (d) Copy of PAN / GIR card;
- (e) Copy of the Income Tax return filed for the last financial year;
- (f) Copies of EPF and ESI registration certificates;
- (g) Copy of the Service Tax registration certificate
- (h) Work experience of similar work during the past 1 year. Bidder should have at least one year experience in providing manpower to Public Sector Companies / Banks and Government Departments etc;
- (i) EMD as stipulated vide item 2.3.1 of Tender Notice

All copies of documents should be self attested. All the documents mentioned above are for establishing the eligibility and non submission of these documents will result in rejection of the tender

(ii) **Envelope 2** super scribing “**Financial Bids for Providing Data Entry Operator services for the O/o DDG(TERM),Kerala for 2011**”, should contain the Financial Bid (As in annexure II)

(iii) **Envelop 3** super scribing “**Tender for Providing Data Entry Operator services for the O/o DDG(TERM),Kerala for 2011**” should contain above two envelopes.

Envelop 1 & 2 Should be separately sealed/properly closed and kept inside the 3rd Envelop, which is also to be sealed. Bids submitted in unsealed/not properly closed envelopes will be **rejected**.

2.4.2 The Companies/ Firms/ Agencies may submit the tender document complete in all respects from 1030 hrs on 28.07.2011 up to 1500 hours on 19.08.2011 in the Tender Box kept in Office of Dy. Director General(TERM), Dept of Telecommunications, CTSD Complex(BSNL), Gandhi Nagar, Cochin-682020. The tenders shall not be entertained after this deadline under any circumstances whatsoever.

2.4.3 All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting is permitted in the Financial Bid Form and any correction should be attested by the authorized signatory. Under any circumstances correction fluid should not be used in the Financial bid.**

2.4.4.The conditional bids shall not be considered and will be **rejected**.

2.4.5. The bidder shall quote the Qualifying & financial bids as per the format enclosed at Annexure I & II.

2.4.6.The envelope containing Qualifying Bid shall be opened on the scheduled date and time in the presence of the authorized representatives of the Companies, Firms / Agencies, if any, who wish to be present on the spot at that time.

2.4.7.In case the date fixed for opening of bids is subsequently declared as holiday by the Government, the bids will be received/opened on next working day, time and venue remaining unaltered.

2.4.8.Financial bids of only the technically qualified bidders shall be opened in the presence of short listed contractors or their authorized representatives on a date & place to be notified later.

2.4.9.The competent authority of O/o DDG (TERM),Kerala, reserves the right to cancel any or all bids without assigning any reason.

2.4.10.This office reserves the right to amend or 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 DDG(TERM), Kerala, Department of Telecommunications, Govt of India, in this regard shall be final and binding on all.

2.4.11.

Bids, offering rates which are lower than the minimum wages (as applicable for Cochin) for the pertinent category, would be rejected.

3. TERMS AND CONDITIONS

3.1 General

- 3.1.1 The successful tenderer will have to execute an agreement, after remitting the performance security deposit, in a stamp paper worth Rs. 50/- (Rupees Fifty only) at his own expenses.
- 3.1.2 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 office.
- 3.1.3 The agency shall depute a co-ordinator, out of the deployed personnel, who would be responsible for immediate interaction with this office, so that optimal services of the persons deployed by the agency could be availed without any disruption.
- 3.1.4 For all intents and purposes, the contracting agency shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower deployed for contractual services. The manpower deployed by the contracting agency in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against O/o DDG (TERM), Department of Telecommunications.
- 3.1.5 The persons deployed by the contracting agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular / confirmed employees of this office during the currency or after expiry of the contract.
- 3.1.6 In case of termination of this contract on its expiry or otherwise, the persons deployed by the contracting agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular / otherwise capacity in this office. Contractor should make it known the above to the manpower of the contractor.
- 3.1.7 This office will not be responsible to meet transportation, food, medical or any claims arising out of accidents during the course of employment and any other requirements in respect of the persons deployed by it (Agency) in this office except for the payment provided for, in this contract.
- 3.1.8 The contracting agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to manpower deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by contracting agency in the course of their performing the functions/duties, or for payment towards any compensation.
- 3.1.9 Instructions contained in the tender notice, Scope of work and general instructions to tenderers are also part of the terms and conditions for the purpose of this tender.
- 3.1.10 The Deputy Director General (TERM), Kerala DoT, Ministry of Communications & IT reserves right to withdraw / relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

3.2 Validity of the Contract:-

- 3.2.1 The period of contract will be for a period of six months from the date of award of the contract and shall extend for a period of one more year, unless it is curtailed or terminated by this office owing to deficiency of service, sub-standard quality of Attendants deployed, breach of contract, reduction or cessation of the requirements of work.
- 3.2.2 The contract may be extended, on the same terms and conditions or with some addition /deletion / modification, on mutual agreement of both the parties, for a further period of one more year.

3.3 Security Deposit:-

- 3.3.1 The successful tenderer will have to deposit an amount of 5% of the estimated cost as Performance Security Deposit at the time of placing the work order within 15 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of Communication Accounts Officer, O/o CCA, Kerala payable at Trivandrum. The performance security should remain valid for Communication Accounts Officer, O/o CCA, Kerala for a period of 180 days beyond the date of completion of all the contractual obligations of the supplier. the security deposit will not bear any interest.
- 3.3.2 The Performance Security deposit of the contractor shall be refunded on successful completion of the contract period after deducting recoveries, if any, due to the loss arising out of poor quality of work, incomplete work and / or any violation of any terms and conditions of the contract as stipulated in the bid document. Refund of Security Deposit is subject to full and final settlement of the final payment for the work contracted / executed under the contract. No interest will be paid to the contractor on the security deposit.

3.4 Supply of Manpower:-

- 3.4.1 The contracting agency shall ensure that the manpower deployed in the Office of DDG(TERM), Kerala, Department of Telecommunications are competent enough to carry out the work specified/other conditions stipulated vide item 2.2 of this tender document.
- 3.4.2 This office, at present, has requirement of workload equivalent to three Data entry operator. The requirement of this office may further increase or decrease during the period of contract and the contractor would have to increase or decrease the manpower supply, if required on the same terms and conditions.

3.5 Working Hours:-

3.5.1 Normally the working hours shall be from 09.00 to 18.00 Hrs including lunch break/rest. Every worker shall be given a weekly off on Sunday with the provisions of minimum wages (central) Rules 1960 as amended from time to time. The contractor may be called upon for the services on Sunday or Gazetted holidays also, if required, without any extra charge. No other emoluments shall be entitled to, except the actual bus fare for services outside office premises.

3.6 Details of Personnel:-

3.6.1 The contracting Company / Firm / Agency shall furnish the following documents in respect of the individual Attendants who will be deployed by it in this office before the commencement of work:

- a) List of Persons short listed by agency for deployment at the O/o DDG (TERM), Kerala, and their Bio-data containing full details i.e. date of birth, marital status, address etc;
- b) Character certificate from a Gazetted officer of the Central/State Government.
- c) Certificate of verification of antecedents of persons by local police authority.

3.6.2 The contracting agency shall provide identity cards to the personnel deployed in this office carrying the photograph of the personnel and personal information as to name, DOB, age and Identification mark etc.

3.7 Conduct / Misconduct of the Personnel:-

3.7.1 In case, the person employed by the Contracting Company / Firm / Agency commits any act of omission / commission that amounts to misconduct /Indiscipline/ incompetence and security risks, the successful Company / Firm / Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required by this office within 24 Hrs of being brought to their notice.

3.7.2 The contracting agency shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, pan, smoking etc in the office premises.

3.7.3 The contractor shall be responsible for any theft of the items by his personnel from the rooms or any other area of the office. The details of the stolen materials/ stores, will be given to the contractor in writing by the designated authority and the full cost of the material reported stolen will be recovered from the contractor within 4 weeks from the date of theft. The decision of this office authorities on this will be final and binding on the contractor.

3.8 Confidentiality:-

3.8.1 The contracting agency shall ensure that any details of office, operational process, technical know-how, security arrangements, and

administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office.

3.9 Legal

- 3.9.1 The Contracting 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 office.
- 3.9.2 While supplying the manpower the relevant provisions of child labour (prohibitions and Regulation) Act, 1956, shall be complied by the agency.
- 3.9.3 Provisions of Interstate Migrant workmen (Regulation of Employment and Conditions of service) Act (in case of engagement of employees from other states), Employees Compensation Act, Maternity Benefit Act (in case of engaging women workers), Industrial disputes act, Payment of wages act and Fatal Accidents Act shall be complied by the contracting agency for the manpower deployed.
- 3.9.4 Contracting agency shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to this office to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- 3.9.5 Contracting agency shall maintain all statutory registers under the applicable Law. The agency shall produce the same, on demand, to the concerned authority of this office or any other authority under Law.
- 3.9.6 The contractor will be required to pay minimum wages as prescribed under the Minimum Wages Act. The contractor will maintain proper record as required under the Law/Acts.

3.10 Penalty:-

- 3.10.1 The contracted agency shall immediately provide a competent substitute in the event of any person leaving the job due to his / her personal reasons. The delay by the Agency in providing a substitute beyond three working days shall attract liquidated damages @ Rs.100 per day (per such case) on the contracting agency, besides deduction in payment on pro-rata basis.
- 3.10.2 Compensation for interruption of service rendered, cost of materials or stores lost or damaged while carrying out the work, or cost of materials or stores not returned to this office on completion of work or cost of defective components, spares or tools, or towards damage of other utility services while carrying out the work, or any claim against the contractor for the payment of money arises out of or under this contract will be deducted from the monthly bill or any other amount payable to him.
- 3.10.3 In case, the contracting agency fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof this office is put to any loss / obligation, monetary or otherwise, This office will be entitled to get itself reimbursed out of the outstanding bills or the

Performance Security Deposit of the agency, to the extent of the loss or obligation in monetary terms.

3.10.4 In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.

3.11 Payment:-

3.11.1 The payment shall be made only to the contractor on a monthly lump sum basis as per the provisions of minimum wages act for 26 days provided the manpower is available for work in the office for all working days of that month.

3.11.2 The basic rates includes factor for payment of weekly off also. The Contractor shall pay the wages to the personnel on or before the 7th of every succeeding month, irrespective of delay in payment of Bill by this office for whatever reason.

3.11.3 The agency shall raise the bill, in triplicate, along with the advanced stamped receipt and attendance sheet in respect of the persons deployed and submit the same to DDO(TERM) in the first week of the succeeding month. As far as possible the payment will be released within 30 days of the submission of bill.

3.11.4 The Tax Deduction at Source (T.D.S.) shall be carried out 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 office.

3.11.5 The claims in bills regarding Employees State Insurance, Provident Fund, and service Tax etc. should be necessarily accompanied with documentary proof pertaining to the previous month bill. 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 office.

3.12 Termination:-

3.12.1 The contractor will be bound by the details furnished by him / her to this office, while submitting the tender or at subsequent stage. In case, any of such documents furnished by him / her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him / her liable for legal action besides termination of contract.

3.12.2 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 office besides annulment of the contract.

3.12.3 This office reserves right to terminate the contract giving a week's notice to the contracting agency.

3.13 Arbitration:-

3.13.1 Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be as decided by the DDG(TERM), Kerala.

Annexure-I
Qualifying BID

(To be enclosed in a separate sealed envelope)

**For providing services of Data Entry Operator to O/o DDG (TERM), Kerala,
Department of Telecommunications.**

1 . Name of Tendering Company/ Firm / Agency : _____
(Attach certificate of registration)

2. Name of proprietor / Director _____
of Company/Firm/agency

3. Full Address of Reg. Office _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

4. Full address of Operating office _____

Telephone No. : _____

FAX No. : _____

E-Mail Address : _____

5. Acct No. of the Agency and Bank: _____

6. PAN / GIR No. : _____
(Attach attested copy)

7. Service Tax Registration No. : _____
(Attach attested copy)

8. E.P.F. Registration No. : _____
(Attach attested copy)

9. E.S.I. Registration No. : _____
(Attach attested copy)

10. Give details of the major similar contracts handled by the tendering Company / Firm / Agency on behalf of PSUs and Government Departments during the last two years in the following format. Attested copies of work orders may also be attached.

DECLARATION

6. 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;

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

8. 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 person

Date:

Full Name:

Place:

Seal :

ANNEXURE-II
FINANCIAL BID

(To be enclosed in a separate sealed envelope)

**For Providing services of Data Entry Operator to O/o DDG
(Telecom Enforcement, Resources & Monitoring Cell), Kerala.**

1. Name of tendering Company / Firm / Agency: _____

2. Details of Earnest Money Deposit : Rs. _____

D.D. / P.O. No. & Date : _____

Drawn on Bank : _____

3. With reference to the Tender TERM Kerala/9-1/Tender - HK/2011/1 dtd 18.07.2011 the rate quoted for the works given in NIT of the tender document is given below,

Sl No.	Items	Data entry operator
1.	Wages Payable by this office per man power per working day	Rs.
2.	VDA admissible	Rs.
3	EPF Contribution per man power by the employer (13.61%)	Rs.
4.	ESI Contribution per man power by the employer (4.75%)	Rs.
5.	Service Charges per man power per working day <i>(to be quoted by the bidder)</i>	Rs.
6.	Service Tax on (1+2+3+4) Payable by this office	As applicable from Time to Time(Presently @ 10.3%)

Total per day rate including Service Tax for **3 Data Entry Operator**

In Figures.....

In Words.....

Yours Faithfully

Date

Name :

Signature: