



कार्यालय महालेखाकार ( लेखा व हकदारी )

हिमाचल प्रदेश, शिमला-171 003

OFFICE OF THE ACCOUNTANT GENERAL (A&E)  
HIMACHAL PRADESH, SHIMLA-171003

दूरभाष/ 0177-2652612-19 फ़ैक्स/ 0177-2651743

Gen.Estt/Outsourcing/DEO/2017-18/604

Dated:-05-03-2018

Subject:- Tender document for outsourcing services of Data Entry Operators and MTS.

1. AG(A&E) Himachal Pradesh, Shimla invites sealed bids under two bids system from experienced and reputed Manpower Agencies for providing services of 5 Data Entry Operators and 16 MTSS which can be increased on outsource basis for a period of 01.04.2018 to 31.03.2019.
2. Sealed Biding documents (Technical Bid, along with EMD and Financial Bid) duly filed in as per the instructions contained in this Tender Document should be addressed to Deputy Accountant General (Admn) O/o Accountant General(A&E) Himachal Pradesh, Shimla and must reach latest by 3.00PM on 20-03.2018.
3. The Technical Bids shall be opened by a committee constituted for the purpose. The Financial Bids of only those bidders whose technical bids qualify, should be opened.
4. The AG(A&E) Himachal Pradesh, Shimla reserve the right to accept or reject in part or in fully any or all the responses and to scrap this tender without assigning any reasons thereof.

Senior Accounts Officer(G.E)

## **General provisions of the contract and tendering process**

1. This is contract for outsourcing services of 5 Data Entry Operators and 16 MTS. The number of DEOs and MTs to be engaged is subject to increase or decrease as per the requirement of the office.
2. Initial period of contract shall be one year which can be extended further depending upon the requirement of this office and performance of the service provider.
3. The bidding firms must have minimum 2 years' experience in the area of manpower supply to Govt. Departments, Central/ State Autonomous Bodies, Statutory Bodies, Public sector Banks. The firm should not have been blacklisted by and Ministry / Department of the Govt. of India/ H.P State and must be registered with all the Govt. /Statutory authorities such as ESI,EPF, Service Tax, Labour and Income Tax Authorities etc. The tendering firms/ bidders shall have to submit following documents in their technical bids.
  - a) Brief Agency Profile;
  - b) Dully filled in technical bid form given in Annexure-1
  - c) An undertaking towards acceptance of terms and conditions of this tender document;
  - d) A notarized affidavit on a stamp paper of appropriate value to this effect that they have not been blacklisted or their business dealings with the Government Ministries/ Department have not been banned.
  - e) A notarized affidavit to the effect that the Data Entry Operators & MTSs going to be employed in the performance of the contract shall be paid minimum wages as per applicable order of the Govt. of India or H.P. Govt. and all statutory requirements w.r.t. ESI, EPF, Factories Act , ID Act , Contract labour Act shall be complied in respect of them;
  - f) Copy of PAN/TAN number
  - g) Copy of income Tax return for the last two financial year;
  - h) Copy of registration certificate with ESI organization;
  - i) Copy of registration certificate with EPF organization;
  - j) Copy of service tax registration certificate;
  - k) Copy of experience certificates/order of award of contract/manpower supply agreements of other Departments/Ministries/Autonomous Bodies/Banks etc.(Note: firms failing to submit any of the aforesaid documents shall be considered technically disqualified.)
4. Data Entry Operators and MTS proposed to be engaged shall have the following qualifications:-
  - (i) DEOs: 10+2 from a recognized university of India and have Data Entry speed of 8000 key depressions per hour on computer.
  - (ii) MTSs: must have passed Matric from a recognized Board of school Education of a State Govt./ Institution.
5. The bidders shall have to submit an earnest (EMD) money of Rs.50,000/- ( Rs. Fifty thousand only) & Tender cost of Rs.800/- ( Rs. Eight hundred only) in the form of demand draft drawn in favour of the Sr. Accounts Officer G.E O/o The

AG (A&E) Himachal Pradesh, Shimla along with the technical bid, failing which the technical bid shall not be considered valid.

6. The tender shall be submitted in two sealed covers as follows:
  - a) The first sealed cover should be superscribed "Technical Bid for Data Entry Operator & MTS" and should contain all the documents mentioned in para (3) along with the Demand Draft for EMD & Tender cost.
  - b) The second sealed envelope should be super scribed "Financial Bid for Data Entry Operator & MTS" and should contain a detailed estimate of rates quoted on monthly basis for normal duty of 8 hours per day per person for five/six days a week. Financial bids must be submitted in the format given in Annexure-II. No other format shall be accepted. Bidders shall have to insure that monthly rates must be quoted after taking into account all the applicable labour laws such as Minimum Wages Act,1948 , Contract labour( Regulation and Abolition ) Act, 1970 etc. This office will provide Employers' contribution to EPF @13.61%(12% contribution and 1.61% Administration charges) up to minimum wage ceiling limit or as may be revised from time to time . Therefore, bidders must indicate amount of EPF contribution in their financial bids, otherwise their bid shall not be considered.

**If a firm quotes 'Nil' services charges in its financial bid, the bid shall be treated as unresponsive and will not be considered.**

7. Both the above sealed covers should be placed in the main sealed envelope super scribed "Tender for Data Entry Operator & MTS" with a proper covering letter of the tender. All the bids should be addressed to the "Deputy Accountant General O/o The Accountant General (A&E) Himachal Pradesh, Shimla-171003" and sent by post or hand delivered latest by 3:00PM on 20-03-2018.

## **TERM AND CONDITION**

1. All services shall be performed by person qualified and skilled in performing such services as per the eligibility criteria in the Tender.
2. The persons engaged by the Agency should not have any adverse police record/criminal cases against them. The agency would be responsible to make adequate enquires about the character and antecedents of the person before their engagement for the purpose. The character and antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proof of identity like driving license, bank account detail, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to this department. The service provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from this Department and shall immediately replace another employee in place of the one withdrawn.
3. The service provider's personals shall not claim any benefit/ compensation/ regularization or services from this Department under the provision of industrial dispute act, 1947 or contract labour (Regularisation & abolition) act 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this Department.
4. The service provider's personals shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangement, Administrative/Organization matters as all are confidential/ secret in nature.
5. The service provider's personal working should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this Department. The service provider shall be responsible for any act of indiscipline on the part of the personal deployed by him.
6. That the personal deployed shall not be below the age of 18 years and above the age of 50 years and they shall not interfere with the duties of employees of this Department.
7. The office may require the service provider to dismiss or remove from the work any person, of person, 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 personal, if they are unacceptable to this office because of security, incompetence, conflict of interest the branch of confidentiality or improper conduct upon receiving written notice from office.
8. 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.
9. The service provider shall insure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, chewing of pans and smoking, loitering without work.
10. Working hours would be normally from 9:00 AM to 5:30 PM during working days including 30 minutes lunch break in between. However, in exigencies of work, they

may be required to sit late and the personnel may be called on Saturday, Sunday and other Gazetted Holidays, if required and they may not be paid overtime wages by this office.

11. That the agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it forms time to time including Minimum Wages Act, Employee Provident Fund, ESI Act etc, and the office shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation.
12. It shall be duty of the Contractor to ensure the disbursement of wages in the presence of the authorized representative of the office. Bill of the subsequent month will be paid only after submission of certificate of disbursement of wages of the previous month, signed by the said representative of the Department.
13. The agency will be required to provide particular of EPF, ESIC, etc. of previous month, of its employees engaged in the Department while raising monthly bill.
14. It is obligatory on the Contractor to ensure the wages paid should not be less than the minimum wages fixed by the Government, from time to time and all statutory requirements such as Provident Fund, Employees State Insurance and Bonus etc. must be incorporated in salary.
15. The service provider will submit the bill in triplicate in respect of a particular month in the first week of subsequent month. The payment will be released by the 2<sup>nd</sup> week of the following month after deduction of taxes deductible at source under the law in force.
16. Payments to the service provider would be strictly on certification by the officer with whom person is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
17. No wages/remuneration will be paid to any staff for the days for absence from duty.
18. The service provider shall provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirements of this Department.
19. The service provider shall provide a substitute will in advance, if there is any probability of the persons leaving the job due to his/her own personal reason. The payment in respect of the overlapping period of the substitute shall be responsibility of the service provider.
20. The service provider shall be contactable at all times and message by phone/mail/fax/special messenger from this office to him/her shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by the office implementing the Contract time to time.
21. The office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipments or vehicles of the engaged personnel.
22. That the agency on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff of its employees etc.
23. If this office suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the agency, then the agency shall be liable to reimburse

- the pecuniary value of the loss, as decided by this Department for the same. The agency shall keep this office fully indemnified against any such loss or damage.
24. This office will maintain an attendance register of the personnel deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.
  25. The successful bidder shall furnish a Performance security Deposit of amounting Rs. 1,00,000/- (One lakh only) in the form of either an account payee demand draft drawn in favour of the "Senior Accounts Officer, G.E O/O The Accountant General (A&E) Himachal Pradesh, Shimla or Fixed Deposit receipt form a Nationalised Bank or Banks Guarantee from a Nationalised bank in an acceptable form safeguarding the interests of this Department in all respects should be deposited. The security deposit shall be forfeited by the Department on non-Compliance of the terms of agreement by the service provider on frequent absence from duty/misconduct on part of manpower supplied by the agency.
  26. The successful bidder will enter into a contract with this office under Indian Contract Act, 1872 for supply of suitable manpower as per the requirement on these terms and conditions. The agreement will be valid for a period on one year commencing from the date of signing of the agreement and shall continue to be in force in the same manner, unless terminated in writing. Except for any enhancement in the minimum rates of wages or wage ceiling for EPF by the appropriate Government, the Service charges/rates quoted by the agency shall be fixed during the currency of the contract including the period extended, if any, and do request for any change/modification shall be entertained. The contract/agreement can be extended further after completion of one year subject to satisfactory performance of the agency and such amendments as mutually agreed to.
  27. The service provider shall not assign, transfer, pledge or subcontract the performance or services without the prior consent of the office.
  28. The agreement can be terminated by either party giving one month's notice in advance. If the agency fails to give one month's notice in writing for termination of the agreements then one month's wages etc. and any suitable amount due to the agency from this Department shall be forfeited.
  29. 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 dues. In case of any dispute on account of termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
  30. In the event, if any dispute arises touching any of the clauses of the agreements, the matter will be referred to the A.G(A&E) H.P Shimla, whose decision shall be binding on both the parties.
  31. Any legal dispute arising out of the above contract shall be settled in the jurisdiction of the High Court of HP.

## PROFORMA FOR FINANCIAL BID

(to be enclosed in a separate sealed cover)  
For providing services of Data Entry Operators & MTS

1. Name of the company/agency/firm:
2. It is certified that wages to be paid shall be not 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 the India or Govt. of Himachal Pradesh.
3. Consolidate rates per month per person (inclusive of all statutory liabilities, taxes payable, duties, levies, cess, etc) of Rs. \_\_\_\_\_ for DEO and Rs \_\_\_\_\_ for MTS (in words) is quoted.
4. Break up of consolidated payment per month quoted in Sl. No. 3 is as under:  
(Note: All figures in each column must be rounded off to two decimal places)

Sr. NO.	Component of monthly cost	Amount	
		DEO	MTS
A	Wages		
B	ESI		
C	EPF		
D	Service Charges		
E	Service Tax (Amount must be specified)		
F	Total		

(Note: If a firm quotes 'Nil' services charges in its financial bid, the bid shall be treated as unresponsive and will not be considered.)

Date:

Place:

Signature of the authorized signatory  
Of the Tendering firm with seal

## TECHNICAL BID

(to be enclosed in a separate sealed cover)  
For providing services of Data Entry Operators & MTS

Sr. No.	Particulars	Reply	Page No of the document enclosed
1.	Name of the Agency / Firm /Company / society (Attach copy of certificate registration)		
2.	Name of the Proprietor/Director/Partner of Agency		
3.	Details of Earnest money Deposits (EMD) & Tender Cost.		
	(i) Amount		
	(ii) Draft No.		
	(iii) Date		
	(iv) Issuing Bank		
4.	Date of establishment of the Agency		
5.	Detailed office address of the agency with office telephone number, Fax number,email and Mobile number and the name of the contact person(s)		
6.	Whether register with all concerned Government authorities (EPF/ESI Etc.) Copies of all certificate of registration to be enclosed)		
7.	PAN/TAN Number (Copy to be enclosed)		
8.	G.S.T Registration Number (Copy to be enclosed)		
9.	Experience in dealing with Government Departments (Indicate the names of the Departments and attach copies of the contract order place on the agency)		
10.	List of other clients.		

Date:

Place:

Signature of the authorized signatory  
Of the Tendering firm with seal



