

G-12022/1/2014-General  
Government of India  
Ministry of Drinking Water & Sanitation

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8<sup>th</sup> floor, Paryavaran Bhawan  
CGO Complex, Lodhi Road  
New Delhi- 110003

Dated: - July 16, 2015

To,

SUB: - Notice inviting Tenders for providing Data Entry Operators and Office Assistants Services  
in the Ministry of Drinking Water & Sanitation

Please find enclosed herewith copy of Tender Notice inviting sealed tender for Notice inviting Tenders for providing Data Entry Operators and Office Assistants Services in the Ministry of Drinking Water & Sanitation. The Tender Notice will also be available at Ministry web site <http://www.mdws.gov.in>

You are requested to submit your tenders to the undersigned on or before 05/08/2015 by 3:00 P.M. at 8<sup>th</sup> floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi- 110003

Encls: as above

Yours faithfully



(S. Sanyal)

Under Secretary to the Govt. of India  
Telefax: - 24368612

Copy to:-

1. Tech. Dir. (NIC) for web based publicity of the Tender.
2. All Ministries / Department of the Government of India, New Delhi. It is requested that wide publicity of this tender notice may please be given to the contractors engaged by them for this job to submit their quotation if they are willing and fulfill the conditions.
3. CPP Portal
4. Hindi Section for translation.

Draft vetting for IFD  
Matter Time Bound

No.G-12022/1/2014-General  
Government of India  
Ministry of Drinking Water and Sanitation

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8<sup>th</sup> floor, Paryavaran Bhawan,  
CGO Complex, Lodhi Road,  
New Delhi-110003

Dated: - July 16, 2015

TENDER NOTICE

Subject: - Notice inviting Tenders for providing Data Entry Operators and Office Assistants Services in the Ministry of Drinking Water & Sanitation.

Sealed tenders on behalf of the Ministry of Drinking Water & Sanitation are invited from reputed, experienced and financially sound Manpower Companies/ Firms/Agencies for providing Data Entry Operators and Office Assistants Services in the Ministry of Drinking Water & Sanitation for a period of one year from the date of contract. Instructions to the Bidders and General Conditions of contract are enclosed at Annexure-I and Annexure-II respectively.

2. The tender documents can be had from the office of Under Secretary (Admn) on payment of Rs.500/-. The same can also be downloaded from the website of the Ministry i.e. [www.mdws.gov.in](http://www.mdws.gov.in) (such downloaded tender documents can be submitted along with DD of Rs. 500/- payable to Pay & Accounts Officer, Ministry of Drinking Water and Sanitation, New Delhi.)

The closing date & time for receipt of tender is : 05.08.2015- 3.00P.M.

The tender opening date & time is : 05.08.2015- 4.00 P.M.

Yours faithfully,



(S. Sanyal)

Under Secretary to the Government of India  
Tele.No.24368612



TENDER DOCUMENT FOR ENGAGEMENT OF AGENCY FOR PROVIDING DATA ENTRY OPERATORS AND OFFICE ASSISTANTS SERVICES THE MINISTRY OF DRINKING WATER AND SANITATION, NEW DELHI FROM SERVICE PROVIDER AGENCIES / FIRMS

Instruction to the Bidders.

1. Sealed tenders in conformity with this tender notice are invited from the service provider Agencies/ Firms possessing the following eligibility criteria for providing Data Entry Operators and Office Assistants Services as per job description given under para 2 hereunder:-

*All the following 15 conditions are required to be fulfilled by the agencies failing which tender document will not be considered.*

S. No.	Documents	Page No. (to be filled by the bidders)
1.	Copy of Labour license.	
2.	Copy of EPF Registration certificate.	
3.	Copy of EPF Registration certificate.	
4.	Copy of ESIC Registration certificate.	
5.	Copy of PAN / TAN cards.	
6.	Copy of upto date Income Tax clearance certificate.	
7.	Copy of Service Tax Registration certificate.	
8.	Affidavit from the firm that it has not been banned/blacklisted by any Government Agency / Department.	
9.	Copies of the experience certificate/work order with Central Govt. Department/ Public Sector undertaking/ Autonomous bodies at-least for the last three years.	
10.	Copy of certificate from Ministry / Department that the agency is paying the statutory payments viz, EPF, ESI regularly to the staff or proof thereof.	
11.	Copies of at least two similar running contracts with Central Government Department/Public sector Undertakings/Autonomous bodies.	
12.	Audited accounts for the last three years.	
13.	Earnest Money Deposit EMD of Rs. 1,50,000/- in form of Bank Draft/Pay order drawn in favour of PAO, Ministry of Drinking Water & Sanitation, New Delhi.	
14.	Tender fees of Rs. 500/- in the form of bank draft/ pay order drawn in favor of Account Officer, PAO, Ministry of Drinking Water & Sanitation, New Delhi	
15.	Copy of the tender document with each page signed by the bidder signifying acceptance of the terms and conditions laid down by the Ministry	

2. Requirement of Data Entry Operators and Office Assistants Services as under.

S. No.	Name of Post	Education Qualification and experience
1.	Office Assistant (Graduate Level)	<ul style="list-style-type: none"> <li>• Graduate from recognized Board or University with good command over English and Hindi</li> <li>• Well conversant with computers and particularly well trained in MS word and MS Excel language and MS power point.</li> <li>• At least 2-4yrs work experience.</li> <li>• Capacity to analyse and make written notes.</li> <li>• Knowledge of E-office.</li> <li>• Knowledge of document scanning.</li> </ul>
2.	Data Entry Operator (Under Graduate Level)	<ul style="list-style-type: none"> <li>• 12<sup>th</sup> Class pass or equivalent qualification from recognize Board or University.</li> <li>• A typing speed of 35w.p.m in English and well conversant with computers and essentially well trained in MS Word and MS Excel language and also desirable possess knowledge of Scan functioning and MS power point packages / languages.</li> <li>• Knowledge of E-office.</li> <li>• Knowledge of FTS.</li> <li>• Knowledge of document scanning.</li> <li>• Hindi typing.</li> </ul>
3.	Minimum and maximum age in all categories	Minimum 18years in all categories and maximum age 60yrs.
4.	Number of persons required	12 Graduate Office Assistants and 25 Non-Graduate Data Entry Operators
5.	Period	24 months
6.	Security Consideration	The persons provided by the agency should not have any police record/criminal cases against them. The agency should make adequate enquires about the character and antecedents of the persons whom they are recommending.
7.	Period within which the manpower is to be supplied	Within 15days of award of contract.
8.	Wages/Emoluments	The Graduate Office Assistants and Non-Graduate Data Entry Operators would be paid the minimum wages as fixed by NCT of Delhi for clerical and non-technical supervisory staff in all scheduled employments.
9.	Selection Process	The candidate provided by the firm will be subject to test/interview by the Ministry before final selection.
10.	Terms and conditions	As per Annexure-II.

3. The bidders are required to submit EMD and cost of the document along-with the attested copies of valid Registration Certificate, EPF Registration, ESI Registration, Pan-Card and up-to date VAT & Service Tax clearance along-with the bid documents, failing which the tender shall be declared as non-responsive and thus liable for rejection.
4. The tender document can be obtained from office on payment of Rs. 500/- by Cash / DD. The Cash receipt may be enclosed along-with tender documents to be submitted. The tender document can also be obtained from the website of the Ministry of Drinking Water and Sanitation (<http://www.mdws.gov.in>), A fee of Rs. 500/- (Rupees five hundred only), towards the cost of the tender document, along with the Earnest Money Deposit (EMD) Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) may be enclosed in the form of separate Demand Drafts drawn in favour of the "PAO, Ministry of Drinking Water and Sanitation, New Delhi" and submitted along with the Technical BID.
5. The tenders should be submitted in following two sealed covers.
  - A. The first sealed cover should be subscribed "Technical Bid" and should contain
    - i) The profile of the agency at Appendix-II duly filled in.
    - ii) Acceptance of terms and conditions there under- Appendix-III
    - iii) Demand Draft for Earnest Money Deposit.
    - iv) Demand Draft towards the cost of Tender document/Cash receipt of payment of cost of tender document.
    - v) Other documents required in proof of eligibility criteria as stipulated in para1 above.
  - B. Financial Bid containing only rate which is to be quoted on monthly rate basis for the services as a whole (Appendix-IV)
  - C. The two sealed covers should be placed in one main sealed envelope super scribed "Tender for Engagement of agency for providing NON-GRADUATE DATA ENTRY OPERATORS AND GRADUATE OFFICE ASSISTANTS SERVICES" and is to be addressed to UNDER SECRETARY,(ADMN.) MINISTRY OF DRINKING WATER AND SANITATION, 8<sup>th</sup> FLOOR PARYAVARAN BAHWAN, CGO COMPLEX, LODHI ROAD, NEW DELHI-110003 and sent by post or by hand delivered latest by 3.00 P.M. on 05.08.2015. The Technical Bids of the tender shall be opened on the same day at 4:00 PM in presence of the tenderers or their authorized representatives. In the event of the office being closed on the last date of receipt or opening of bid as specified, the bid will be received / opened on the next working day at the same time and venue.
6. Tenders received after the closing date and time will be summarily rejected. Incomplete and conditional tenders will not is considered.

7. The Technical Evaluation Committee will evaluate the agencies as per criteria and weightage undertaking given below:-

S. No.	Item	Maximum marks
1.	Previous experience in providing similar category of manpower to Government / Semi-Government Agencies, marks to be given as under: 1-2yrs - 10 marks; 3-4yrs - 15 marks; 5-7yrs - 25 marks ; 8-10yrs- 35 marks and Above 10yrs and above -40 marks	40
2.	Staff strength of firms DEOs and Office Assistants Below 60 -0 60-100 - 10; 101 and above - 20	20
3.	Financial status, turnover as per the audited accounts of the firm during the previous three financial years. Marks to be given as under: Rs. 80 lakh -10; Rs.81 to 150 lakh - 20; Above Rs.150 lakhs - 30 marks	30
5.	Proof of making EPF/ESI payments during the last three years.	10

Note: The agency should prepare a statement of their actual position viz a viz the criteria (Appendix-II) clear and unambiguous documentary proof of above criteria should be attached with profile for convenience of evaluation by the Evaluation Committee. The cut off marks for selection for financial bid is 60 marks. In exceptional cases the Technical Bid Evaluation Committee may reduce the cut off marks to 50. Marking will be on pro-rata basis rounded off to the nearest integer.

8. Submission of more than one tender by any tenderer for a particular work will render all the bids liable for rejection.
9. The financial bids will be opened only of those bidders whose technical bids would be complete in all respects as per tender document and such bidders who score a minimum of 60 or 50 as the case may be marks in the technical evaluation. Financial Bids, offering Administrative Service Charges as 'nil' and 'zero' would be summarily rejected.
10. The rates for the services that may be required for the proposed services shall invariably be not less than the minimum wages for Under Graduate/ Graduate / Post Graduate prescribed by the Government from time to time under contract Labour (R&A) Act-1970 and the Minimum Wages Act 1948. The information regarding proposed remuneration paid to them should be given in the proforma APPENDIX-II and submitted along-with the technical bid. (Appendix-I) for consideration by the Technical Evaluation Committee.
11. The charges, rate of wages, statutory dues and other allowance etc. if any under the labour law and other laws payable by the employer(the bidder) should also be indicated and submitted along with technical bid as per proforma at Appendix-II as they are required


for consideration of Technical Evaluation Committee (T.E.C) referred in para 7 above.

12. The bidders are required to quote their rates both in WORDS and FIGURES and put their signature; there should be no overwriting or any correction made in the tendered rate. The rates filled in figure only and not in words shall be for rejection for which no paper cost shall be returned to the tenderer(s).
13. EMD deposit of unsuccessful bidders will be refunded within 90 days after finalization of Tender without interest.
14. The Bank Draft/ Bankers Cheque produced in relation to this tender should be drawn on any Scheduled Bank in favour of the "PAO, Ministry of Drinking Water and Sanitation, New Delhi", payable in New Delhi. The Ministry reserves the right to reject any or all the tenders without assigning any reason thereof. (Para 15).
15. RIGHT TO ACCEPTANCE OR REJECTION OF TENDERS:
  - A. The tender is liable to be rejected inter-alia:
    - a) If it is not in conformity with the instructions mentioned in the tender notice.
    - b) If it is not properly signed by the bidder.
    - c) If it is received by telex or telegram.
    - d) If it is received after the expiry of the due date and time.
    - e) If it is not enclosed with the cost of the Tender Document.
    - f) If it is not accompanied by the requisite EMD and other required documents.
  - B. This office reserves the right to:
    - a) Accept / Reject any of the tender in full or part thereof.
    - b) Revise the requirement at the time of placing the order.
    - c) Add, modify, relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.
    - d) Award contracts to one or more bidders for the items covered by the tender.
16. The successful bidder will have to furnish performance security in the form of DD or other acceptable form not exceeding 10% of the value of the contract. The exact amount will be decided at the time of awarding the contract.
17. The service provider /successful bidder shall furnish a performance security for an amount of Rs. 5,00,000/- in the form of an account payee demand draft drawn in favour of the "PAO, Ministry of Drinking Water and Sanitation, New Delhi", payable in New Delhi or Fixed Deposit Receipt from a nationalized / commercial bank or Bank Guarantee from a nationalized /commercial bank in an acceptable form safeguarding the interest of this office in all respects. The performance security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider.
18. PERIOD OF CONTRACT: The initial period of contract would be for one year, extendable by another one year on the same terms and conditions and on satisfactory performance to and also subject to the necessary approval of the competent authority. Service charges/rates quoted by the agency would remain fixed for the contract period.
19. The service provider will enter into an agreement with this office for providing of suitable

and qualified manpower as per requirement of this office on these terms and conditions at Annexure i.e. II on non-judicial stamp paper of Rs.100/-. The above stamp paper will be arranged by the bidder for execution of agreement.

20. The Agency/ Firm / Company will not charge any amount from the Candidate for Registration / fees or any other charges etc., before or after joining this Ministry. If this Ministry found any such case, then action will be taken against that Agency/ Firm / Company.
21. The Ministry would wholly reimburse the following:
- Wages of each employee as fixed by the Ministry after selection process;
  - Employees Provident Fund @13.36% on Rs.\_\_\_\_\_ (maximum amount) employer contribution;
  - Employees State Insurance @4.75% of 1 above (employee contribution);
  - Contractor's Administrative/Service Charges; and
  - Service Tax liability @12.36%.
22. The contractor shall deduct the following from employee:
- Employees Provident Fund @12% on Rs.\_\_\_\_\_ (maximum amount) (employee contribution); and
  - Employees State Insurance @1.75% of wages paid (employee contribution).
23. The amount payable by the Ministry in respect of the employees, the contractor and contribution of the employee is illustrated below:

S. No.	Component of Rate (Month)
1.	Wages
2.	Employees Provident Fund @ 13.36% on Rs._____ (maximum amount) employer contribution.
3.	Employees State Insurance @ 4.75% on monthly wages (employer contribution)
4.	Employee Provident Fund @ 12% on Rs._____ (maximum amount) (employee contribution).
5.	Employee State Insurance @ 1.75% of monthly wages (employee contribution).
6.	Total payable by employer to employee (1 to 3)
7.	Contractor's Administrative / Service Charges
8.	Service Tax liability @ 12.36% on (6+7)
9.	Total expenditure to be incurred (6+7+8)
10.	Net amount payable to employee [1 minus (4+5)]
11.	Any other liability (please indicate)

  
(S. Sahyal)

Under Secretary to the Government of India  
Tele. No 24368612



GENERAL CONDITIONS OF CONTRACT

1. The Agency shall have to start providing the required services within 15 days of award of contract.
2. All services shall be performed by the persons qualified and skilled in performing such services as per the eligibility criteria indicated in the tender notice.
3. Jobs/duties assigned to the personnel should be done as per the time schedule to be fixed by the Ministry.
4. The manpower supplied by the Agency should not have any adverse character antecedents in 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 persons shall be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect submitted to this office. Before their deployment 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 by the office for any reasons immediately on receipt of such a request.
5. The deployment/arrangement of the personnel should be in such a manner that there shall be no violation of any leaves Rules. The service provider will have to bear cost of providing substitute personnel during weekly off, leave or absence of any personnel. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month. The monthly bills of service provider will be submitted along with salary quittance rolls of the personnel for consideration of payment of the bills.
6. The personnel deployed shall not claim any Master and Servant or employer-employee relationship with this Ministry. In other words, it should be made clear to the manpower so deployed by the successful bidder as per the tender that no employer/worker/demmployee/relationship is established between the Ministry or the Govt. of India and workers by virtue of such deployment and no claims for temporary or permanent employment in Govt. service shall be entertained from any or group of such workers.
7. The service provider's person shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970.
8. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative / organizational matters as all are of confidential/secret nature.
9. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or

acting in any detrimental or prejudicial to the interest of this office. The decision of the officer in charge upon any matter arising under the clause shall be final and binding on the agency. They shall not interfere with the duties of the employees of this office. The Ministry shall have the discretion to utilize the manpower as per its requirements within the scope of the work specified in the tender notice.

10. The persons engaged shall not be below the age of 18 years and more than the age of 60 years.
11. The selection of the personnel / manpower would be at the sole discretion of the Ministry. The successful bidder will send suitable and eligible candidates, who may be subject to test/ interview by the Ministry to decide on their fitness/suitability before the final selection. In respect of those candidates not found fit at the time of test/ interview, the firm will provide other candidates.
12. The firm's personnel would be entitled to one day paid leave per month.
13. The firm shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
14. The functional control over the personnel deployed by the Agency will rest with this office and the administrative disciplinary control will be vested with the Agency.
15. This office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ 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 office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
16. The agency shall pay the salary of personnel every month by the end of 1<sup>st</sup> week of the following month through ECS and submit Bank Statement of e-payment to each employee at the time submitting the bill for payment. The quarterly returns of EPF/ESI credits informing the persons should be submitted by the agency.
17. The transportation, food, medical and other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider.
18. The agency will be wholly and exclusively responsible for payment of salary to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act etc. and this office shall not incur any liability for any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will require providing particulars of EPF, ESI of its employees engaged in this office for claiming service charges from the Ministry. The Agency will comply all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time.
19. The service provider will submit the bill in triplicate format to THE UNDER SECRETARY

(ADMN.) MINISTRY OF DRINKING WATER AND SANITATION, 8<sup>TH</sup> FLOOR, PARYAVARAN BHAWAN CGO COMPLEX, LODHI ROAD, NEW DELHI-110003. The payment will be released by the third week of the following month after production of the documentary evidence of payment of the salary to personnel for the preceding month and their P.F. and ESI contribution. Income Tax if any deductible at source shall be deducted at source as per the relevant Act.

20. Payments to the service provider would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.
21. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.
22. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
23. The service provider shall be contactable at all times and messages sent by phone / e-mail/ fax / special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Ministry in fulfillment of the contract from time to time.
24. This office 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.
25. The Service Provider 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 acts of commission and omission on the part of its staff and its employees etc. If this office 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 to this office for the same. The agency shall keep this office fully indemnified against any such loss or damage. Any accident/ casualty occurred during the course of working to any staff engaged by the Agency, the responsibility will remain with the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with Agency and this office will no way be responsible for it or any other clause mentioned above.
26. This office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which service charges amount will be decided in respect of the services at the approved rates in prorate basis.
27. The service provider successful bidder shall furnish a performance security for an amount of Rs. 5,00,000/- in the form of an account payee demand draft drawn in favour of the "PAO, Ministry of Drinking Water and Sanitation, New Delhi", payable in New Delhi. or Fixed Deposit Receipt from a nationalized / commercial bank or Bank Guarantee from a nationalized /commercial bank in an acceptable form safeguarding the interest of this office in all respects. The performance security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider.

28. The performance security deposit will be forfeited in case the service is delayed beyond the period stipulated by this office 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.
29. The service charges/rates quoted by the agency shall be fixed for a period of contract and no request for any change/modification shall be entertained before expiry of the period of contract.
30. The contract/agreement is extendable by one more year subject to satisfactory performance of the agency and such amendments as mutually agreed to by the parties.
31. The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.
32. The agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month notice in writing for termination of the Agreement then one month's payment etc. and any amount due to the Service Provider from the office shall be forfeited.
33. 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 of the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.
34. If any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Joint Secretary (Admn.) Ministry of Drinking Water and Sanitation whose decision shall be binding on both the parties.
35. The bidders shall have to obtain the required license from the licensing authority of respective Department/Circle/Division/Other units before deployment of personnel in this office.
36. That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
37. EPF and ESI contribution to be paid for personnel employed by the service provider shall be responsibility of the service provider.
38. Penalty clause  
In the event of the failure of the service provider in maintaining the Non-Graduate Data Entry Operators and Graduate Office Assistants Service in the office premises a penalty of Rs.1000/- will be imposed for each instance of deficiency of service and will be adjusted against the monthly bills for the services. Gross failure of providing services will entail forfeiture Performance Security and termination of contract which will be without prejudice the right of damages of the Ministry. The decision of the Department shall be final in this regard.

39. Dispute Resolution Clause

All disputes are subject to the jurisdiction of courts in the National Capital Territory of Delhi (NCR) and agreement will be governed by and be construed in accordance with the laws of India.

In the event of any dispute or disagreement under or in relation to this agreement or over the interpretation of any the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by same consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator, should both parties fail to agree on by same consent, then Department will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration Proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or reenactment thereof including the rules framed there under.



(S. Sanyal)

Under Secretary to the Government of India  
Tele. No 24368612

Requirement of including category number, Educational Qualification, Skills Job description for NON-GRADUATE DATA ENTRY OPERATORS AND GRADUATE OFFICE ASSISTANTS SERVICES

Essential Qualification for Non-Graduate Data Entry Operators and Graduate Office Assistants Services

S. No.	Name of Post	Education Qualification and experience
1.	Office Assistant (Graduate Level)	<ul style="list-style-type: none"> <li>• Graduate from recognized Board or University with good command over English and Hindi</li> <li>• Well conversant with computers and particularly well trained in MS word and MS Excel language and MS power point.</li> <li>• At least 2-4yrs work experience.</li> <li>• Capacity to analyse and make written notes.</li> <li>• Knowledge of E-office.</li> <li>• Knowledge of document scanning.</li> </ul>
2.	Data Entry Operator (Non-Graduate)	<ul style="list-style-type: none"> <li>• 12<sup>th</sup> Class pass or equivalent qualification from recognize Board or University.</li> <li>• A typing speed of 35w.p.m in English and well conversant with computers and essentially well trained in MS Word and MS Excel language and also desirable possess knowledge of Scan functioning and MS power point packages / languages.</li> <li>• At least 1-2yrs work experience.</li> <li>• Knowledge of E-office.</li> <li>• Knowledge of FTS.</li> <li>• Knowledge of document scanning.</li> <li>• Hindi typing.</li> </ul>

## PROFILE OF THE AGENCY (To be filled in by the tenderer)

Sl.No.	Particulars		Page No. (Tenderer should be mentioned page Number)
1.	Name of Agency		
2.	Date of establishment of the agency		
3.	Detailed office address of the Agency with office Telephone Number, Fax Number and Mobile Number and name of the Contract person		
4.	Whether registered with and holding license from all concerned Government Authorities including registration. Copy of license / Registration		
5.	PAN/TAN Number (copy to be enclosed)		
6.	Service Tax Registration Number (copy to be enclosed)		
7.	EPF Registration Number (copy to be enclosed)		
8.	ESI Registration Number (copy to be enclosed)		
9.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (Declaration Certificate)		
10.	Length of experience in the field of providing Non-Graduate Data Entry Operators and Graduate Office Assistants Services (indicate the number of years)		
11.	Similar line of Experience in dealing with Govt. Department (indicate the names of the Department and years of dealing with those Departments and attached copies of contracts orders placed on the agency.) Certificate of satisfactory completing of work.		
12.	List of current clients (copy of current work orders to be enclosed)		

13.	Turnover of last three years (please attach A&L, P&L Accounts)		
14.	Total manpower of Non-Graduate Data Entry Operators and Graduate Office Assistants		
15.	Income Tax Clearance history		
16.	Service Tax Clearance history		



DECLARATION

1. I, \_\_\_\_\_ Son/Daughter of  
Shri \_\_\_\_\_ Proprietor/Partner/Director of  
\_\_\_\_\_ am competent to sign this declaration  
and execute this tender document;
2. I have carefully read all understood all the terms and conditions of the tender and hereby  
convey my acceptance of the same.
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 vague/false information/fabricated document would lead to rejection of  
my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of Owner / Managing Partner / Director

Date: -  
Place: -

Full Name:  
Company's Seal:

N.B:- The above declaration, duly signed and sealed by the authorized signatory of the agency is  
token of their acceptance, should be enclosed with Technical Bid.

UNDERTAKING BY THE BIDDER

This is to certify that I/we before signing this tender I have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Signature of the Tenderer with Seal

Name:

Designation:

Address:

Phone No.

PROFORMA FOR FINANCIAL BID FOR GRADUATE LEVEL

Proforma for submission of rate

Persons proposed to be deployed by the Bidder for the said services.	Office Assistants (per person, per month)
*Basic Salary (In hand) not less than minimum wages	Rs.
EPF	
*EPF Employer's Contribution	Rs.
*Employee's contribution	Rs.
ESI	
*ESI Employer's contribution	Rs.
*Employee's contribution	Rs.
*Any other payment to Employee the agency wishes to include in the quote (please specify)	Rs.
*Service Charges	Rs.
*Administrative Charges	Rs.
*Service Tax	Rs.
Total Rate	Rs.

Note: There should be no correction or overtyping in price / financial bid rate which should inclusive of Service tax or any other tax payable to Government.

Signature of Bidder

Office seal

\* *Mandatory must fill in the columns.*

PROFORMA FOR FINANCIAL BID FOR NON GRADUATE LEVEL

Proforma for submission of rate

Persons proposed to be deployed by the Bidder for the said services.	Data Entry Operators (per person, per month)
*Basic Salary (In hand) not less than minimum wages	Rs.
EPF	
*EPF Employer's Contribution	Rs.
*Employee's contribution	Rs.
ESI	
*ESI Employer's contribution	Rs.
*Employee's contribution	Rs.
*Any other payment to Employee the agency wishes to include in the quote (please specify)	Rs.
*Service Charges	Rs.
*Administrative Charges	Rs.
*Service Tax	Rs.
Total Rate	Rs.

Note: There should be no correction or overtyping in price / financial bid rate which should inclusive of Service tax or any other tax payable to Government.

Signature of Bidder

Office seal

\* *Mandatory must fill in the columns.*

Check list

S. No.	Particulars	Yes / No	Page No.
1.	Tender documents all pages duly signed by the bidders		
2.	Annexure -I- Instruction to bidders		
3.	Annexure -II- General Condition of Contract		
4.	Appendix-I - Education / Essential Qualification of DEOs and Office Assistants.		
5.	Appendix-II- (on tenderers letter head)- Profile of Agency		
6.	Appendix-III- Undertaking		
7.	Declaration - (on tenderers letter head)		
8.	Proforma for financial bid -(on tenderers letter head)		

