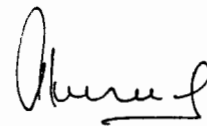


No.F-23011/3/2007-Estt.
Government of India
Ministry of Chemicals and Fertilizers
Department of Chemicals and Petrochemicals

Shastri Bhawan, New Delhi
Dated the 23rd October, 2007

CIRCULAR

Ministry of Chemicals and Fertilizers, Department of Chemicals and Petrochemicals invites sealed bids from experienced and reputed Manpower Supply Agencies for outsourcing of the services of Data Entry Operators. For details including eligibility, formats etc., the Department of Chemicals and Petrochemicals website (<http://www.chemicals.nic.in>) may be visited or Shri R.K. Kureel, Under Secretary, Department of Chemicals and Petrochemicals, Shastri Bhawan, New Delhi-110 001 (Tele.No. 2338 8635) may be contacted. The Department of Chemicals and Petrochemicals reserves the right to accept or reject in part or in full any or all of the responses without assigning any reasons whatsoever. The last date for submission of bid is **12th November, 2007 (3.00 PM).**



(R.K. Kureel)

Under Secretary to the Govt. of India

To

All Ministries/Departments of ~~Government~~ of India.

They are requested to give this circular wide publicity amongst all the vendors, if any, already registered with them.

✓ Copy also to: NIC Cell, Department of Chemicals and Petrochemicals for uploading the file/tender notice in the website of the Department. Soft copy of the tender notice is also sent herewith in a floppy.

No.F-23011/3/2007-Estt.
Government of India
Ministry of Chemicals and Fertilizers
Department of Chemicals and Petrochemicals

Shastri Bhawan, New Delhi
Dated the 23rd October, 2007.

Sealed tenders are invited from experienced and reputed Manpower Agencies for outsourcing of the services of Data Entry Operators in the Department of Chemicals and Petrochemicals.

1. Candidates should be 10+2 pass/intermediate or equivalent or with higher educational qualifications with good knowledge of English and proficient in computer operations with knowledge of MS Word, MS Access, Excel, internet, etc. Candidates should have at least one year formal education at 10+2 or at higher level in IT/computers as a subject.
2. 13 (Thirteen) Data Entry Operators are required at present, which may vary from time to time.
3. The initial period of contract would be 6 months, extendable by another 6 months on satisfactory performance with such amendments as may be mutually agreed to and also subject to the necessary approval of the competent authority. **{Service Charges/rates quoted by the agency would be fixed for a period of six months and any statutory increase in wages/DA etc. is to be absorbed by the agency}.**
4. The manpower will have to be supplied by the agency within 15 days of award of contract.
5. **Terms and Conditions:** As at Annexure I.
6. Only those who fulfill the following minimum criteria need submit their bids:-
 - (a) The manpower agencies should have been in existence for not less than 5 years.
 - (b) It should have been registered with the Government authorities concerned and a copy of each of the registrations shall be attached with the bid.
 - (c) It should have PAN number and Sales Tax/Service Tax registration proof in this regard may be attached with the bid.
 - (d) It should not have been blacklisted by any Government organization.
 - (e) It should be willing to take up the contract on the terms and conditions at Annexure-I.
7. An earnest money deposit of Rs. 10,000/- (Rupees ten thousand only) in the forms of Demand Draft drawn in favour of the Drawing and Disbursing Officer, Department of Chemicals and Petrochemicals, Shastri Bhawan, New Delhi, may be submitted along with the technical bid, failing which the bid shall not be considered valid.

8. The tenders should be submitted in two sealed covers.

(A) The first sealed cover should be superscribed "Technical Bid" and should contain

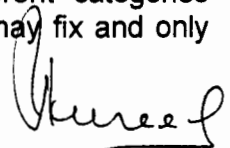
- (i) The proforma at Annexure-II, duly filled in.
- (ii) Agency profile, including previous experience of manpower supply to Government Departments, etc.
- (iii) Acceptance of terms and conditions at Annexure-I.
- (iv) Demand Draft for earnest money deposit.
- (v) All other required documents.

(B) The second sealed envelope superscribed 'Price Bid' should contain only rates which is to be quoted on monthly basis for normal duty of 8 hours per day per person for five day a week(Annexure-III).

(C) Both the sealed covers should be placed in the main sealed envelope superscribed 'Tender for supply of Outsourced Staff'. This should be addressed to the Section Officer(Estt.), Department of Chemicals and Petrochemicals and sent by post or hand delivered latest by 3.00 PM on 12th November, 2007.

9. The technical bids will be opened by the Tender Opening Committee on a date immediately after the expiry of the last date for receipt of the tenders in the Department of Chemicals and Petrochemicals, in the presence of the participatig bidders, who may like to be present.

10. The Technical Evaluation Committee will assess the ability of the agencies to supply requisite number of personnel in different categories based on its record, profile and on such other criteria as it may fix and only those found fit will be eligible for financial bid opening.



(R.K. Kureel)

Under Secretary to the Govt. of India
Tele.No. 011-2338 8635

TERMS AND CONDITIONS

- (1) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.
- (2) The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the Local Police collecting proofs of identity like driving license, bank account details, previous work, experience, proof of residence and recent photograph and a certification to this effect submitted to the Department. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by this office for any reasons immediately on receipt of such a request.
- (3) The service provider shall engage necessary persons as required by this Department from time to time. 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. There is no Master & Servant or Employer and employees relationship between the employees of the service provider and this Department and further that the said person of the service provider shall not claim any absorption.
- (4) The Service Provider's persons shall not claim any benefit/compensation/absorption/regularization of services from/in this Department under the provision of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertakings from the persons to this effect shall be required to be submitted by the Service Provider to the Department.
- (5) The Service Provider's personnel shall not divulge or disclose to any person, any details of office, operation process, technical know-how, security arrangement, administrative/organizational matters as all are confidential/secret in nature.
- (6) The service provider personnel's 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 persons deployed by him.
- (7) That the persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Department.
- (8) The Department 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/her/their misconduct and the Service Provider shall forthwith comply with such requirements. The Service Provider shall replace immediately any of its personnel, if they are unacceptable to this Department because of security of risk.

incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this Department.

(9) 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.

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

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

(12) Working hours would be normally from 9.00 A.M. to 5.30 PM during working days including ½ an hour lunch break in between. However, in exigencies of work, they may be required to sit late and the personnel may be called on Saturday, Sunday and other gazetted holidays, if required. They may be paid extra wages as per the rates approved.

(13) 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 from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, etc. and this Department 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 to provide particulars of PF, Group Insurance of its employees engaged in this Department.

(14) The Service Provider will submit the bill, in triplicate, in respect of a particular month in the first week of the following month. The payment will be released by the third week of the following month after deduction of taxes deductible at source under the laws in force.

(15) Payments to the Service Provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/their services were satisfactory and attendance as per the bill preferred by the Service Provider.

(16) No wage/remuneration will be paid to any staff for the days of absence from duty

(17) 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.

(18) The Service Provider shall provide 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 the responsibility of the Service Provider.

(19) The Service Provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from this Department to the Service Provider

shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by this Department in fulfillment of the contract from time to time.

(20) This Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the Service Provider.

(21) 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 and omission on the part of its staff and its employees, etc. If this Department suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency then the agency shall be liable to reimburse to this Department for the same. The agency shall keep this Department fully indemnified against any such loss or damage.

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

(23) The successful bidder shall furnish a security deposit equivalent to Rs. 20,000/- (Rupees Twenty Thousand only) in the form of an account payee demand draft drawn in favour of the Drawing and Disbursing Officer, Department of Chemicals & Petrochemicals payable at Delhi/ Fixed Deposit Receipt from a Commercial bank/ Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of the Department in all respects. The security deposit shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the service provider. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by this Department 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.

(24) The successful bidder will enter into an agreement with this Department for supply of suitable and qualified manpower as per requirement of this Department on these terms and conditions. The agreement will be valid for a period of 6 months commencing from date of signing such agreement and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the agency shall be fixed for a period of 6 months and no request for any change/modification shall be entertained before expiry of the period of 6 months. Any statutory increase in wages/DA etc. is to be absorbed by the service provider. The contract/ agreement is extendable on six months basis subject to satisfactory performance of the agency and such amendments as mutually agreed to.

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

(26) However, the agreement can be terminated by either party by giving one month's notice in advance. If the agency fails to give one month's notice in writing for

termination of the agreement then one month's wages etc. and any amount due to the agency from this Department shall be forfeited by the Department.

(27) That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

(28) In the event, if any dispute arises touching any of the clauses of the agreement, the matter will be referred to the Secretary, Department of Chemicals and Petrochemicals, whose decision shall be binding on both the parties.

ANNEXURE-II

S. No.	Particulars	To be filled in by the tenderer
1.	Name of the Agency	
2.	Details of EMD	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
3.	Date of establishment of the agency	
4.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
5.	Whether registered with all concerned Government Authorities. (Copies of all certificates of registration to be enclosed).	
6.	PAN/TAN Number (copy to be enclosed)	
7.	Service Tax Registration Number (copy to be enclosed)	

8.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partner anywhere in India.	
9.	Length of experience in the field	
10.	Experience in dealing with Govt. Department (Indicate the names of the Departments and attach copies of contracts order placed on the agency)	
11.	Whether a copy of the terms and conditions (Annexure-I), duly signed, in token of acceptance or the same, is attached.	
12.	Whether agency profile is attached	
13.	List of other clients.	

ANNEXURE-III

PROFORMA FOR FINANCIAL BID

1. Rate per month per person for Data Entry Operator :
2. Rate of OTA/extra wages per hour :
3. Any other points to be mentioned :