

BY SPEED POST

No. A-12024/1/2010-Admn. I  
Government of India  
Ministry of Agriculture  
Department of Animal Husbandry, Dairying & Fisheries

Krishi Bhawan,  
New Delhi, Dated : 09.09.2010.

TENDER NOTICE

**Subject:** Outsourcing of services of Graduate Data Entry Operators for six months – tender enquiry as per requirement.

Sealed tenders are invited from reputed, experienced and financially sound Manpower Companies /Firms/ Agencies to provide 15 skilled Graduate Data Entry Operators (English) to the Department of Animal Husbandry, Dairying and Fisheries, for a period of six month. The requirement of number of Data Entry Operators may increase or decrease during the period of the contract.

2. Complete Tender Documents may be obtained from Room No. 435, A Wing, Krishi Bhawan, New Delhi, on all working days from 3.00 PM to 4.00 PM from 09.09.2010 to 13.09.2010. The tender document is also available on Department's web-site [www.dahd.nic.in](http://www.dahd.nic.in).

3. Interested Companies/Firms/Agencies may put their tender documents complete in all respects along with Earnest Money Deposit (EMD) of Rs. 15,000/- (Rupees Fifteen Thousand only) and other requisite documents by 11.00 AM on 24<sup>th</sup> September, 2010, in the Tender Box fixed in Room No. 436-A, A Wing, Krishi Bhawan, New Delhi. No tender shall be entertained after this deadline under any circumstances whatsoever.

4. This Department reserves the right to amend/withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Department in this regard would be final.




( Subhash Chand Khatri )  
Under Secretary to the Govt. of India  
Ph: 2338 33 40.

To,

(As per list attached)

Copy to:

- (a) All Ministries/Department of Government of India. They may kindly bring this to the notice of contractors engaged by them for responding to this Ministry in case interested.
- ✓ (b) Director (NIC), Department of Animal Husbandry, Dairying & Fisheries, Krishi Bhavan, New Delhi. The aforesaid letter may kindly be uploaded in a non-editable version on this Department's official website immediately under intimation to the undersigned.

  
( Subhash Chand Khatri )  
Under Secretary to the Government of India

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS FOR SUBMISSION OF TECHNICAL AND FINANCIAL BIDS IN RESPONSE TO THE TENDER NOTICE NO. A-2024/1/2010-Admn. I DATED 09.09.2010 ISSUED BY THE DEPARTMENT OF ANIMAL HUSBANDRY, DAIRYING AND FISHERIES.

1. The Department of Animal Husbandry, Dairying and Fisheries, Krishi Bhawan, New Delhi requires the services of a reputed, well established and financially sound Manpower Company/Firm/Agency to provide **Data Entry Operators**.
2. The contract is likely to commence from 1<sup>st</sup> October, 2010 and will continue for a period of six months. The period of the contract may be further extended after the completion of contract, provided the requirement of the Department for augmenting its present manpower persists at that time or may be curtailed/terminated before the contract period owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency or induction of regular manpower in this Office. The Department of Animal Husbandry, Dairying and Fisheries, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected service providing Company/Firm/ Agency.
3. This Department has initial requirement for 15 skilled Graduate Data Entry Operators (English) who are well conversant with computers and essentially well trained in MS Word language and also desirably possess knowledge of LAN functioning, MS Excel and MS Power Point packages/languages and should have a minimum typing speed of 30 words per minute in English. Company/firm/agency, which is in a position to provide shorthand knowing candidates, will be given preference.
4. Interested Companies/firms/Agencies are required to submit **"Technical Bid"** and **"Financial Bid"** in separate sealed envelopes superscribed with **"Bid for Providing Data Entry Operators to Department of Animal Husbandry, Dairying and Fisheries"**. The bids may be submitted latest by 11.00 AM on 24<sup>th</sup> September, 2010, in the Tender Box fixed in Room No. 436-A, A Wing, Krishi Bhawan, New Delhi.
5. The Earnest Money Deposit (EMD) of Rs. 15,000/- (Rupees Fifteen Thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the Agency in the form of Demand Draft/Pay Order from any of the Commercial Bank drawn in favour of **"Pay & Accounts Officer, Department of Animal Husbandry, Dairying and Fisheries, Krishi Bhawan, New Delhi"** failing which the tender shall be summarily rejected.

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6. The successful tenderer will have to deposit a Performance Security Deposit for a sum of Rs. 40,000/- (Rupees Forty Thousand only) (subject to revision) at the time of placing the work order within 15 days of the receipt of the formal order. The Performance Security Deposit will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of "Pay & Accounts Officer, Department of Animal Husbandry, Dairying and Fisheries, Krishi Bhavan, New Delhi". The Performance Security (in the form of Bank Guarantee) should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the contractor.
7. The Technical Bids shall be opened on the scheduled date and time (at 3.00 PM on 24<sup>th</sup> September, 2010). The date of opening of financial bid would be intimated later after scrutiny of technical bid.
8. The competent authority of Department reserves the right to annul all bids without assigning any reason.

**TECHNICAL BID REQUIREMENTS/CONDITIONS**

9. The tendering manpower Company/Firm/Agency should fulfill the following conditions:
  - (a) The Registered Office or one of the Branch Office's of the manpower Company/Firm/Agency should be located either in Delhi/New Delhi or in any of the Satellite Towns of Delhi;
  - (b) The manpower Company/Firm/Agency should be registered with the appropriate registration authority;
  - (c) The Company/Firm/Agency should have at least five years experience in providing manpower to Government Departments, Private Companies, Public Sector Companies/Banks etc.
  - (d) The Company/Firm/Agency should have its own Bank Account.
  - (e) The Company/Firm/Agency should be registered with the Income Tax and Service Tax Departments.
  - (f) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.

10. The tendering Company/Firm/Agency is required to enclose photocopies of the following documents, duly attested by a Gazetted Officer, along with the Technical Bid, failing which their bids shall be summarily/outrightly rejected and will not be considered any further:

PAN/GIR No. (Attach attested copy)
Service Tax Registration No. (Attach attested copy)
E.P.F. Registration No. (Attach attested copy)
E.S.I. Registration No. (Attach attested copy)
Documents showing completing at least one service of value not less than Rs. 10 Lakh per annum <u>or</u> at least two services of value not less than Rs. 05 Lakh per annum related to providing human resources in a single contract. (Attach attested copy)
Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSUs and Government Departments during the last five years. (Attach attested copy)
Affidavit stating that the agency is/has not been black listed by Centre/State Government / PSU ((Attach attested copy))
Number of similar assignments; Manpower provided to public/private/PSU in last 5 years by the Agency ((Attach attested copy))

11. Conditional bids shall not be considered and will be outrightly rejected at the very first instance.
12. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet may be attached. **No overwriting or cutting is permitted in the Bid Form. In such cases, the tender shall be summarily rejected.** All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the agency.
13. **Non compliance with any of the above conditions by the Service Provider Company/ Firm/Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.**

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**TECHNICAL BID FORM**  
(To be enclosed in a separate sealed envelope)

For providing manpower to perform jobs assigned to the Graduate Data Entry Operators  
for the  
Department of Animal Husbandry, Dairying and Fisheries, Krishi Bhawan , New Delhi

1.	Name of Tendering Company/Firm/Agency (Attach certificate of registration)	
2.	Name of proprietor/Director of Company/ Firm/ Agency	
3.	Full Address of Registered Office with Telephone No., FAX and E-Mail	
4.	Full address of operating/ Branch Office with Telephone no., FAX and E-Mail.	
5.	Banker of Company/Firm/Agency with full address (Attach certified copy of statement of A/C for the last three years)	
6.	PAN/GIR No. (Attach attested copy)	
7.	Service Tax Registration No.(Attach attested copy)	
8.	E.P.F. Registration No. (Attach attached copy)	
9.	E.S.I. Registration No.(Attach attached copy)	
10.	Documents showing completing at least one service of value not less than Rs. 10 Lakh per annum or at least two services of value not less than Rs. 5 Lakh per annum related to providing human resources in a single contract.	
11.	Give details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSUs and Government Departments during the last three years in the following format. Attested copies of work orders may also be attached.	
12.	Affidavit stating that the agency is/has not been black listed by Centre/ State Government /PSU (Attach copy)	
13.	Number of similar assignments; Manpower provided to Govt. /private/PSU in last 5 years by the Agency (Attach Copy)	
14.	Objective Testing and Assessment of Professional Skills of Candidates/ Manpower: Agency's process of Scrutinizing candidates before providing to the Ministry; Number and type of tests/examinations proposed/ conducted y the Agency to ensure that suitable candidates / manpower are going to be provided to the Ministry (Attach Copy)	

15.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document - Annexure-III)	
16.	List of other clients.	

Signature of authorized person

Date:

Name :

Place:

Seal :

**DECLARATION**

- I, \_\_\_\_\_ Son/ Daughter / Wfe of Shri \_\_\_\_\_ Proprietor/ Director, authorized signatory of the Agency/ Firm, mentioned above, is competent to sign this declaration and execute this tender document;
- I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;
- 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

Dated:

Full Name :

Place:

Seal :



**FINANCIAL BID FORM**  
(to be enclosed in a separate sealed envelope)

For providing manpower to perform jobs assigned to the Graduate Data Entry Operators  
for the  
Department of Animal Husbandry, Dairying and Fisheries, Krishi Bhawan, New Delhi

1. Name of tendering Service Provider Company/ Firm/ Agency:
2. Details of Earnest Money Deposit  
Amount :  
D.D/P.O & Date :  
Drawn on Bank :
3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi and other bylaws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc.

	Component of Rates	Total Amount per person per 8 hour workday
1.	Monthly Rate (As per Minimum Wages Act, 1948 applicable in NCT Delhi as on date of submission of proposal)	
2.	Employees Provident Fund @ % of 1 above	
3.	Employees State Insurance @ % of 1 above	
4.	Service Tax liability @ % of	
5.	Any other liability (Pl. indicate)	
6.	Contractors Administrative /Services Charges	
	Total (Column 1 to 6)	

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4. The manpower employed by the Agency shall be required to work normally as per the Ministry's working days, i.e. from Monday to Friday from 0900 hrs. to 1730 hrs. with a lunch break of ½ hour from 1300 hrs to 1330 hrs. The manpower may also be called upon to perform duties on Saturday, Sunday and other gazette holidays, if required. They may be paid extra wages for attending the office on such holidays as per rates approved by the office.

Signature of authorized person

Date:

Full Name:

Place:

Seal :

Notes:

1. The rates quoted by the tendering Agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.

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**TERMS AND CONDITIONS**

**A. General**

1. The contract is likely to commence from 1<sup>st</sup> October, 2010 and shall continue for a period of six months, 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.
2. The contract shall automatically expire after six months from commencement of the contract unless extended further by the mutual consent of contracting Agency and this Office.
3. The contract may be extended, on the same terms and conditions or with some addition/deletion/modification for a further specific period mutually agreed upon by the successful service providing Company/Firm/Agency and the Department.
4. The contracting Company/ Firm/ Agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other Agency without the prior written consent of this Department.
5. The Department, at present, has requirement of 15 skilled Data Entry Operators. The requirement may further increase or decrease during the period of initial contract also and the tenderer would have to provide additional Data Entry Operators, if required on the same terms and conditions.
6. The tenderer will be bound by the details furnished by it to this Department, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable for legal action besides termination of contract.
7. The payment shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower.
8. The Department reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.

**B. LIABILITIES, CONTROL ETC. OF THE PERSONS DEPLOYED**

9. The contracting Agency shall ensure that the manpower deployed in the Department of Animal Husbandry, Dairying and Fisheries conforms to the eligibility conditions of age and educational and professional qualification, etc. language skills and experience prescribed in the Tender Document.
10. The manpower employed by the Agency shall be required to work normally as per the Department's working days, i.e. from Monday to Friday from 0900 hrs. To 17:30 hrs. with a lunch break of ½ hour from 1300 hrs. to 1330 hrs.

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11. The contracting Company/ Firm/Agency shall furnish the following documents in respect of the persons who will be deployed by it in this Office before the commencement of work:
  - (a) List of persons shortlisted by Agency for deployment.
  - (b) Bio-data of the person with photograph affixed.
  - (c) Attested copy of matriculation certificate containing date of birth.
  - (d) Character certificate from a Gazetted officer of the Central / State Government.
  - (e) Certificate of verification of antecedents of persons by local police authority.
12. In case, the person employed by the successful Company/Firm/Agency commits any act of omission/commission that amounts to misconduct/indiscipline/incompetence 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 the Department.
13. The tendering Company/Firm/Agency shall replace immediately any of its personnel who is found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving written notice from this Department.
14. The persons deployed shall be required to report for work at 9:00 hrs to the Divisions/ officers under whom they are deployed which will be intimated separately and would leave at 17:30 hrs. In case, a person deployed is absent on a particular day or comes late/ leaves early on three occasions, one day's wage shall be deducted.
15. The Agency shall depute a coordinator, out of the deployed personnel, who would be responsible for immediate interaction with the Department so that optimal services of the persons deployed by the agency could be availed without any disruption.
16. The selected Agency shall immediately provide a 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. 200 per day ( per such case) on the service providing Agency, besides deduction in payment on pro-rata basis.**
17. It will be the responsibility of the service providing Agency to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this Office and this Office will have no liabilities in this regard.
18. For all intents and purposes, the service providing Agency shall be the "Employer" within the meaning of different Labour Legislations in respect of Data Entry Operators so employed and deployed in this Department. **The persons deployed by the Agency in this Department shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against the Department of Animal Husbandry, Dairying and Fisheries.**

19. The service providing Agency shall be solely responsible for the redressal of grievances / resolution of disputes relating to persons deployed. This Department shall, in no way, be responsible for settlement of such issues whatsoever.
20. This Department shall not be responsible for any damages, losses, claims, financial or other injury to any person deployed by service providing Agency in the course of their performing the functions/ duties, or for payment towards any compensation.
21. The persons deployed by the service providing Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular/confirmed employees of this Department during the currency or after expiry of the contract.
22. In case of termination of this contract on its expiry or otherwise, the persons deployed by the serviced providing Agency shall not be entitled to and will have no claim, for any absorption nor for any relaxation for absorption in the regular/other capacity in this Department.
23. The service provider 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 Department.
24. The service provider shall ensure proper conduct of its personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work etc.

**C. LEGAL**

25. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in this Department.
26. The Service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to this Department to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
27. The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Department or any other authority under Law.
28. The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Department.
29. In case, the tendering Agency fails to comply with any statutory/taxation liability under appropriate law and as a result thereof the Department is put to any loss,/ obligation, monetary or otherwise, the Department will be entitled to 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.

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30. If the agency fails to deploy 15 Graduate Data Entry Operators against the initial requirement within 15 days from the date of placing the order, the EMD/PERFORMANCE GUARANTEE shall stand forfeited without giving any further notice.
31. In case of breach of any terms and conditions stipulated in the contract, the performance security Deposit of the Agency will be liable to be forfeited by this Office besides annulment of the contract.
32. The payments shall be made on conclusion of the calendar month only on the basis of number of working days for which duty has been performed by each manpower. The Agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by Section Officer (Admn. I) ) in respect of the personnel deployed and submit the same to Under Secretary (Admn.) in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
33. The Claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till the proof is furnished, at the discretion of this Department.
34. The amount of penalty calculated @ Rs. 200/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the agency shall be deducted from the monthly bills of the service providing Company/Firm/Agency in the following month.
35. The Department reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties at a later stage.

**D. FRAUD AND CORRUPT PRACTICES**

36. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Department may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
37. Without prejudice to the rights of the Department under Clause 36 hereinabove, if an Applicant is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Department during a period of 2 (two) years from the date such Applicant is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.



38. For the purposes of this clause 36, the following terms shall have the meaning hereinafter respectively assigned to them:

**"Corrupt practice" means**

- (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or
- (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

**"fraudulent practice" means**

a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;


**"coercive practice" means** impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;

**"undesirable practice" means**

- (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or
- (ii) having a Conflict of Interest; and

**"restrictive practice" means**

forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

  
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