



Govt of Bihar
Office of the Resident Commissioner
Bihar Bhawan
5, Kautilya Marg, Chanakyapuri, New Delhi-110021

Notice Inviting Tender (NIT) for Outsourcing of Data Entry Operators .

The office of Resident Commissioner, Bihar Bhawan, Government of Bihar, New Delhi, invites sealed tenders, in two-bid (Technical & Financial), from reputed, leading and resourceful registered/licensed firms, having experience of last 3 consecutive years in **providing Data Entry Operators** to offices of State/Central Government/PSU/ reputed Private Sector. Interested agencies may download the tender document by visiting the Bihar Government websites at <http://csd.bih.nic.in> and www.prdbihar.gov.in

Interested service provider who meet the criteria may furnish their tenders with all necessary documents submitted in two separate sealed covers, duly completed in all respects viz. one for "earnest money" with "technical bid" and the second for "financial bid". The name of the work and the words, "technical bid only" and "financial bid only", as the case may be, shall be clearly written on the top of the respective sealed covers. The D.D. for EMD must be enclosed in the envelope containing the technical bid. Both bids, along with the letter for submitting tender shall be put in a sealed cover. The name of the work "Providing Data Entry Operators to Bihar Bhawan office, New Delhi-110021" shall be clearly written on top of the sealed cover along with the covering letter signed by an authorized signatory. Filled up tender form, along with bank draft of earnest money drawn in favour of Chief Administrative Officer, Govt. of Bihar, New Delhi should reach following address latest by 03.00 PM on 22/ 07/2015, which will be opened on the same day at 4.30 pm in the office of Resident Commissioner, Bihar Bhawan, New Delhi. The bidder himself or any one representative authorized in writing on behalf of the bidder may remain present during this. The proposal should be addressed to-----

**Chief Administrative Officer,
Bihar Bhawan,
5, Kautilya Marg, Chanakyapuri
New Delhi-110021
Phone : 011-23017368/23017351/23014945 (O), 09910322500 (M), Email :
rcbihar@yahoo.in**

(Resident Commissioner, Bihar Bhawan)

New Delhi

A. Scope of Work

The data entry and typing job shall be executed at the office premises under the Government of Bihar in Delhi. The scope of work will be as follows

- I. The general office work related to data entry operator at any Govt. office in any other suitable computer software.
- II. Feeding and compilation of various Reports in MS Excel / MS Word;
- III. Typing / Copying of material provided; and
- IV. Any other work related to typing/ copying for the Office of Suvidha Kendra, Bihar Bhawan, New Delhi.
- V. Any other work asked/assigned for delivery of duty at the office.

B. Data Entry Operators Requirements

The Data Entry Operators are required in two categories i.e, Graduate and non graduate. The required number given below is only indicative; there may be change in the required number of Data Entry Operators.

Category	Number Required
Data Entry Operators (Non graduate/Graduate)	10

C. Qualification and experience

- I. The Data Entry Operators should be between 18-40 years of age.
- II. The Data Entry Operators in non graduate category should be 10 + 2 or equivalent from a recognized Board or University whereas the graduate Data Entry Operators should have graduate degree from a recognized Board or University.
- III. The Data Entry Operators should be proficient in computer operations with knowledge of MS Word, MS Access, Excel, internet etc. Candidates should have a Typing Speed 30 wpm. Preference will be given to those candidates who have at least one year formal education at 10+2 or at higher level in IT/computers as a subject.

- IV. One yrs experience in computer operations.
- V. Should possess good typing speed on computer of at least 30 words per minutes.
- VI. Good command over English and Hindi and excellent communication skills.
- VII. Education Qualification and Technical Qualification shall be evaluated by the office of Chief Administrative Officer Bihar Bhawan.

D. Eligibility criteria

1. Service provider should have valid license to run outsourcing services from the concerned Govt. Authorities.
2. The Service provider should be registered with Income Tax and Service Tax Departments and should have PAN, TAN and registration from other authorities as required under the law.
3. The Registered Office or one of the Branch Office of the service provider should be located either in Delhi/New Delhi or in any of the satellite towns of Delhi.
4. The Service provider should have at least turnover of Rs.20.00 lakhs per year in last three years.
5. The Service provider should have experience of last 3 consecutive years in providing manpower of same nature to Public Sector Companies/Banks/Government Ministries/Departments/ reputed Private Companies, etc.
6. Experience will be shown by submission of work orders/ agreement and satisfactory completion or ongoing work certificates/testimonials from the employers.
7. All work orders should be supported by the contact details of the employers i.e. name and address of the employer, contact person, mobile, telephone numbers so that the experience documents can be verified independently.
8. The Service provider should have its own Bank Account.
9. The Service provider should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
10. The Service provider shall have submit a affidavit stating all the following four conditions-

 - a. they have not been convicted by a court of law,
 - b. no criminal case is pending against them,
 - c. they have not been black listed by any government department/PSU/service provider ,

- d. No work order was cancelled prematurely because of quality of services rendered by him to the employer.

E. Terms and conditions

1. The Service provider or their operators shall not use the computer or any data media /processors for any personal work or work outside of the scope of the tender.
2. The Service provider to whom the work is awarded shall have to ensure secrecy and security of data provided by the Department. The information/data so provided shall not be passed on to any unauthorized persons, agencies or organizations.
3. This notice inviting tender is not an offer to contract but represents a definition of specific requirements and an invitation to recipients to submit a response addressing such requirements. Issuance of this notice inviting tender, your preparation and submission of a response and the subsequent receipt and evaluation of your response by the office of Resident Commissioner, Government of Bihar does not commit office to award a contract to any bidder, even if all of the requirements stated in the notice inviting tender are met.
4. If a bidder is selected, the bidder must be able to provide qualified Data Entry Operators within 7 days after the award of contract.
5. After successful completion of the bidding, successful bidder shall have to enter into a service agreement with Chief Administrative Officer, Bihar Bhawan as per conditions in this tender document.
6. A Performance Security Deposit of Rs 1.00 lakh (one lakh) shall be deposited by the successful bidder at the time of signing of the Agreement. The security deposit shall be in the form of Bank fixed deposit in favour of Chief Administrative Officer, Bihar Bhawan.
7. The contract shall initially be valid for a period of one year from the date of signing of the agreement and may be extended further on a yearly basis subject to satisfactory performance, on the same terms & conditions.
8. The office of Resident Commissioner, Government of Bihar may modify these requirements in whole or in part and/or seek additional bidders to submit bids, or may take any other decision for deciding the bid in more transparent way and for better administrative decision.

9. The Service provider shall be responsible for making all payments to his employees including wages, leaves etc in accordance with the provisions of relevant labor laws and for strict observance and compliance of all relevant labor and other applicable laws as are applicable or may become applicable in future including but not limited to any liability under the Minimum Wages Act, Industrial Disputes Act, Contract Labor (Regulation & Abolition) Act, Employees State Insurance Act, Employee Provident fund Act, Payment of Gratuity Act, Payment of Bonus Act, Workmen Compensation Act, and or/any other statutory obligations including any financial liability or the obligation to maintain registers and/or records under the said Acts and the rules framed there under. The Government of Bihar will have no liability whatsoever in this regard.
10. The Firm/ company/entrepreneur shall deal with and settle the matters related with unions and shall make sure that no labour disputes/problems are referred to any office of Bihar Government. The Service provider at all times should indemnify the office of Resident Commissioner, Government of Bihar against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; or any modification thereof or any other law relating thereto and rules made hereunder from time to time. The office of Resident Commissioner or any other office of Government of Bihar will not own any responsibility in this regard.
11. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for the category.
12. The persons supplied by the Service provider should not have any adverse Police records/criminal cases against them. Their character and antecedents should have been got verified by the Agency from the local police authorities.
13. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness.
14. The Service Provider shall withdraw such employees who are not found suitable by the Resident Commissioner, Bihar Bhawan for any reasons immediately on receipt of such a request from the Resident Commissioner, Bihar Bhawan.
15. The service provider shall engage necessary persons as required by this Resident Commissioner, Bihar Bhawan from time to time. The said persons engaged by the service provider shall be the employees of the service provider.

16. The service provider's personnel shall not claim any benefit/compensation/absorption/regularization of services from/in this Resident Commissioner, Bihar Bhawan under the provision of Industrial Disputes Act., 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to the Resident Commissioner, Bihar Bhawan.
17. The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, administrative/organizational matters as all these matters are of confidential/secret nature.
18. The service provider's personnel should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this Resident Commissioner, Bihar Bhawan. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them.
19. 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 Resident Commissioner, Bihar Bhawan.
20. The Resident Commissioner, Bihar Bhawan may require the service provider to remove from the office, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct or due to any other reason whatsoever, the service provider shall forthwith comply with such direction and shall replace such person immediately.
21. The service provider has to provide Photo Identity Cards to the persons deployed by them for carrying out the work. These cards are to be constantly displayed by their persons & their loss reported immediately.
22. 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.
23. No wage/remuneration will be paid to any person for the days of absence from duty.
24. Firm/ company/ service provider, as when called upon by the Resident Commissioner/Chief Administrative Officer shall make himself available.
25. Frequent changes of workers should be avoided.
26. The change of staff should be informed at least 3 days in advance to the concerned officials at the Bihar Bhawan office.
27. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the service provider will be liable to be forfeited by the office of

Resident Commissioner, Government of Bihar besides annulment of the contract and any other action as deemed fit.

28. The office of Resident Commissioner, Government of Bihar reserves the right to withdraw/relax any of the terms and conditions mentioned above and/or issue any fresh instruction so as to overcome any problem that may arise at a later stage. Also the information submitted by the tenderers can be verified by the office of Resident commissioner to decide the tender.

F. Payment Clause

1. Payment will be made on monthly basis starting from the succeeding month of this Contract becoming into force upon submission of the bill in duplicate.
2. Payment of the bill will be based on standardized invoices. The Chief Administrative Officer/ Resident Commissioner may verify the authenticity of the bills and for this purpose they may request to provide additional information from the service provider or any other person /office.
3. The Firm/company/entrepreneur shall be solely responsible for making all statutory subscriptions/payments/contribution related to labour employment including EPF/ESI payments. For this purpose one under taking shall have to be submitted every time with the bill stating that all the persons engaged have been paid their dues EPF/ESI as per rules.
4. No advance payment will be made.
5. TDS/service tax is recoverable as per rules in force from each claim.
6. TDS is recoverable as per rules in force from each claim.
7. All the aspects of this Contract will be inclusive of material and Labour.
8. The Service provider is required to present his bill every month by the first week.

G. Penalty Clause:

1. A penalty of Rs. 5000/- (Rupees Five Thousand only) for each instance of deficiency in service may be imposed upon the Service provider by the Chief Administrative Officer after recording reasons thereof, and giving opportunity to the Service provider to be heard in this regard.

2. The appeal against the order of the Chief Administrative Officer shall lie with the Resident Commissioner, Government of Bihar.

H. Termination clause

1. In case of persistent default or unsatisfactory service or breach or infringement of any of the Terms and Conditions of this Agreement, the Resident Commissioner reserves the right to terminate the Contract and the Security Deposit may be forfeited in such case. Also any other action may be taken as deemed fit for these violations.
2. The contract may also be terminated by either party by giving one month's notice.
3. The Security Deposit submitted by the successful Firm/ company/entrepreneur will remain deposited as security deposit during the period of contract, and any charge on the Firm/ company/entrepreneur may be adjusted against the Security Deposit.

I. Arbitration Clause.

1. Any claims, dispute and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However if the disputes are not resolved by the discussion as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the office of Resident Commissioner, Bihar Bhawan in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.
2. Jurisdiction of Court: This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.

J. Submission of Proposal

- a. For bidding two cover systems will be followed
 - ✓ A -Cover should contain the technical bid with EMD of Rs.25, 000/- (twenty five thousand) in separate envelop marked "TECHNICAL BID FOR DATA ENTRY OPERATOR". (In the prescribed format in annexure- I only)
 - ✓ B- Cover should contain the Financial Bid in separate envelop marked "FINANCIAL BID FOR DATA ENTRY OPERATOR". (In the prescribed format in annexure- II only)
- b. The bidders are required to quote a lump sum amount per person inclusive of all prevailing taxes and fees including service tax etc. for providing services of data entry operator. Though this rate shall not include the service charge by the Firm/ company/entrepreneur for providing the services to this office, which will be quoted separately.
- c. The bid should be quoted in figures as well as in words separately. There should be no cutting on the rates quoted so.
- d. If there is any increase in the minimum wage after signing the agreement and after first payment then that net incremental amount in minimum wage per person will be enhanced by this office.
- e. The bidders are required to pay an earnest money deposit of twenty five thousand rupees (Rs 25,000) in the form of demand draft in favour of Chief Administrative Officer, Bihar Bhawan , payable at New Delhi along with the tender documents.
- f. Financial bids will not be opened in respect of unqualified Technical bids.
- g. The D.D. for EMD must be enclosed in the envelope containing the technical proposal. Any Proposal without EMD shall be liable for rejection. The amount of EMD shall not carry any interest.
- h. The EMD paid by the unsuccessful bidders shall be refunded to them without interest, after the award of work is finalized by the office of Chief Administrative Officer, Government of Bihar or after the date of expiry of validity of offer, unless the validity of the offer is extended by mutual consent.
- i. Bids by Firm/ company/entrepreneur must be signed with the legal name of the Service provider by the President/Managing Director or other person or persons authorized to bid on behalf of such President/Managing Director in the matter. Significant evidence of authority of the person signing on behalf of the Bidder in the form of Power of Attorney or Board Resolution shall be furnished with the Bid.
- j. Proposals submitted by the bidders and containing vague and indefinite expressions such as "subject to availability" etc. will not be entertained. Full responsibility is to be accepted by the bidder.

- k. Bidders are advised in their own interest to ensure that the proposals reach the specified office well before the closing date and time of Bid (Proposal) Submission. Any bid received after dead line for submission may be rejected or returned unopened.
- l. The bid shall be kept valid for a period of one hundred twenty (120) days from the stipulated last date of submission of bids. The overall offer for the assignment and bidders quoted prices shall remain unchanged during the period of validity. In case the bidder withdraws, modifies or changes his offer during the bid validity period, the Earnest Money deposit paid by him shall be forfeited without assigning any reason thereof.
- m. The office of Resident Commissioner, Government of Bihar reserves the right to accept or reject any or all proposals without giving or assigning any reason for its decision. The whole work may be split between two or more Service Providers or accepted in part and not entirely, if considered expedient by the office of Resident Commissioner, Government of Bihar.
- n. Tenders are liable to be rejected in case any of the particulars/prescribed information is either missing, found incorrect or incomplete in any respect and/or if the prescribed conditions are not fulfilled.
- o. Canvassing in connection with the tender is strictly prohibited and proposals submitted by bidders who resort to canvassing will be liable to rejection.
- p. Evaluation of proposals shall be at the sole discretion of the office of Resident Commissioner, Government of Bihar and no suggestion and/or communication shall be entertained in this regard. The office of Resident Commissioner, Government of Bihar reserves the right to reject or accept and to annul the bidding process and reject all the bids at any time prior to the award of contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the ground for action.
- q. The office of Resident Commissioner, Government of Bihar reserves the right to call for additional information/clarifications from the bidders/or to verify the information given by the tenderer.
- r. The cost of preparing the bids, presentation contract including site visits etc. will be borne by the bidders themselves and in no case will be reimbursable by the office of Chief Administrative Officer, Government of Bihar.

K. Service Agreement

After the finalization the successful Service provider would be invited to execute the Service Agreement with the Chief Administrative Officer, Bihar Bhawan. This agreement will have, apart from others, the specific conditions also.

TENDER FORM (A)

ANNEXURE - I

TECHNICAL BID FOR PROVIDING DATA ENTRY OPERATORS

1) Name of the applicant Service provider :

2) Organizational Status

Name	Registered Office and branch Office Location address	Name of CEO / MD	Contact email, fax, tel, mobile nos.	Registration number with Central Excise and Service Tax	PAN number	TAN number

Supporting Docs

1) Experience of last three consecutive years in providing manpower to Government Ministries/Departments/ Public Sector Companies/reputed private sector. etc. **(Please mention only those experiences which firm/company/service provider deems relevant for their technical bid qualification as per tender qualifying criteria.)**

A.....

B.....

C.....

2) Annual turnover in the previous 3 financial years with proof of commensurate TDS deductions thereon. (Minimum Rs 20 lakhs per year)

Name of the Service provider	Annual Turnover		
	2012-13	2013-14	2014-15

- 3) EPF registration number and copy of returns filed in last four quarters with number of employees.
- 4) Please also attach the following supportive documents---
- a) Audited financial statements of the previous 3 years along with copies of Income Tax returns.
- b) The party shall submit declaration stating all the followings conditions----
1. they have not been convicted by a court of law,
 2. no criminal case is pending against them,
 3. they have not been black listed by any government department/PSU/service provider ,
 4. no work order was cancelled prematurely because of quality of services rendered by him to the employer or any other default on behalf of service provider in last three years.
- c) Refundable security fee of Rs 25,000 (twenty five thousands) as draft no..... name of bank..... in the name of the Chief Administrative Officer, Bihar Bhawan, Payable at Delhi is being accompanied with the proposal.

Date:

1. Signature.....

2. Name

3. Designation in the company.....

4. Address.....

.....

Seal

(The signature on the above mentioned place is mandatory. The bids without signature are liable to be rejected.)

TENDER FORM (B)

ANNEXURE - II

FINANCIAL BID FOR PROVIDING DATA ENTRY OPERATORS

I offer to provide Data Entry Operators to Bihar Bhawan Office, New Delhi-110021 as per the terms and conditions laid down in this tender document-----

1. For Non Graduate Data Entry operator:

Sno	Particular	Amount	Amount in Words
1	Rate per Data Entry Operator(Non graduate) per Month(including PF, ESI etc)		
2	Service Tax		
3	Service / Admn Charge, if any		
4	Total		

2. For Graduate Data Entry operator:

Sno	Particular	Amount	Amount in Words
1	Rate per Data Entry Operator(Graduate)per Month(including PF, ESI etc)		
2	Service Tax		
3	Service / Admn Charge, if any		
4	Total		

I further understand that the Resident Commissioner, Bihar Bhawan has the right to accept or reject my offer without assigning any reason thereof and I shall abide by that decision.

Date:

- 1. Signature.....
- 2. Name
- 3. Designation in the company.....
- 4. Address.....
-

Seal

(The signature on the above mentioned place is mandatory. The bids without signature are liable to be rejected.)

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