

Central Vigilance Commission  
Satarkta Bhawan,  
GPO Complex, Block A  
New Delhi 110023

File No.30/03/15-Admn (Pt)

Date: 17/12/2016

**Notice Inviting Tender**

Sealed Tenders are invited from reputed, experienced and financially sound Manpower Companies / Firms / Agencies for providing services of outsourced Data Entry Operators in the office of Central Vigilance Commission, Satarkta Bhawan, GPO Complex, Block A, New Delhi 110023 [on contract basis] **for a period of 01 (One) year or further order whichever earlier** from the date of taking up of the job in pursuance of contract unless extended for a further period by mutual consent of the Central Vigilance Commission and service provider on the same terms and conditions.

2. The present requirement of manpower is for 13 [thirteen] persons. However, the number may be increased or decreased at the discretion of the Central Vigilance Commission. The Central Vigilance Commission is the apex anti corruption body for overseeing and implementing policies relating to vigilance administration. The Commission has been vested with powers to inquire or cause inquiries to be conducted into offences alleged to have been committed under the Prevention of Corruption Act, 1988 by certain categories of public servants of the Central Government, Corporations, Companies, Societies and local authorities, owned or controlled by the Central Government. The working of the Central Vigilance Commission is quasi-judicial and sensitive in nature. Therefore, sincere and experienced Data Entry Operators having knowledge of working in offices are required.

3. Sealed quotations are required to be submitted in the prescribed format enclosed with the letter viz. ANNEXURE-I, ANNEXURE-II etc.

4. Pre-qualification selection criteria:

Firms fulfilling the following criteria will be eligible to submit tenders:-

- (i) The firm should be a legal entity, eligible to enter into contract with the Central Vigilance Commission to provide services;
- (ii) The firm should be registered with Service Tax Directorate, ESIC and Employees Provident Fund Commissioner office;
- (iii) Bidder should have annual turnover of not less than Rs.30.00 Lakh for providing manpower to Ministries/Department.
- (iv) Total manpower outsourced to Ministries/Departments and PSUs during the previous three financial years should not be less than Rs 50 lakhs.
- (v) The Earnest Money Deposit (EMD) of Rs. 1.00 Lakh in the form of Demand Draft/Pay Order, Drawn in favour of Pay & Accounts Office, DPAR, New Delhi (refundable without interest), should accompany the Technical Bid.
- (vi) **If a firm quotes "NIL" Charges/Consideration, the Bid shall be treated as unresponsive and will not be considered.**

5. Terms and Conditions governing supply of manpower are given in ANNEXURE-III.

6. Documents required to be submitted along with Bid.

Photocopies of the following documents, self-attested and with the seal of the Company/Firm/Agency, should be submitted along with the Technical Bid:-

- (a) Registration Certificates;
- (b) Copy of PAN Card;
- (c) Copy of the IT Return filed for the last three Financial Years;
- (d) Copies of the EPF and ESI Certificates;
- (e) Copies of the Service Tax Registration Certificate;
- (f) Proof of 03 years experience in providing manpower (along with total no.) to Government Ministries/Departments/PSUs

(g) Proof of registration of the Company/Firm/Agency that it is the appropriate registration authority for providing the manpower.

7. The service charges will be primary criteria for evaluation of Bid.

8. Sealed quotations, complete in all respects, should be addressed to the Under Secretary (Admn), Central Vigilance Commission, Satarkta Bhawan, New Delhi and put in the tender box of Central Vigilance Commission. The last date of submission of sealed quotations/applications is 27/12/2016 [up to 1500 hours]. Technical Bid and Proposed rates of wages as per Annexure II should be submitted in separate sealed covers superscripted "Quotations of providing services of outsourced Data Entry Operators. Bids shall be opened at 15.30 hrs on 27/12/2016 in the presence of such bidders or their authorized representative as may wish to be personally present.

(PK Mohanty)  
Under Secretary ( Admn)  
011-24651194

Copy to: 1. All leading News papers

2. Shri Ajay Singh, PSA, NIC for uploading tender notice on the website of Central Vigilance Commission.

**Technical Bid**

**Application for providing of outsourced Data Entry Operators**

1. Name of the tendering Company/Firm/Agency:

2. Name of the proprietor/Director of the:

Company/Firm/Agency

3. Full address of Regd Office:

Telephone No :

Fax No:

Email address:

PAN No:

4. Service Tax No.: \_\_\_\_\_

5. E. P. F. Registration No.: \_\_\_\_\_

6. E. S. I. Registration No.: \_\_\_\_\_

7. Financial turnover of the tendering **Company/Firm/Agency** for the last 3 Financial Years.

Financial Year	Amount (Rs. Lakhs)	Remarks, if any
2013-14		
2014-15		
2015-16		

8. Details of last 03 years experience in providing manpower with numbers to Govt. Department/PSU/MNC:-

Name of Office	Category of manpower	Duration of Contract with amount of contract	No. of persons deployed
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Date: \_\_\_\_\_

\_\_\_\_\_

Place: -----

Signature of the authorized person(s):

with seal

**9. Proposed Wages for the outsourced Data Entry Operators as per their Qualification and Number of years of experience.**

Name of the Company/Firm/Agency: \_\_\_\_\_

S No.	Category	Rates (in rupees)
1	Wages per person per month (Graduate, having three or more years experience of working in offices)	
2	ESI	
3	EPF	
4	Service Tax	
5.	Service Charges	
	Total (1+2+3+4+5)	

**Important Instructions:-**

- (i) Wages to be paid to the DEO Shall not be less than the minimum wages for the category of skilled manpower notified by the Govt. of GNCTD.
- (ii) Payment of wages to the DEOs by the service provider shall be directly made to his/her Bank Account.
- (iii) All applicable statutory provisions like ESIC, EPF shall be complied by the service provider and necessary documents in support of such compliance shall be submitted monthly to the Commission.
- (iv) Bidder shall quote his rates inclusive of service charges applicable taxes and cost towards compliance of applicable statutory provisions.
- (v) Bid with quoted rate less than notified minimum wages shall be summarily rejected.
- (vi) If a firm quotes "Nil" charges/consideration, the bid shall be treated as unresponsive and will not be considered.

Full name and Signature of Authorized person with seal

**Terms and conditions**

**General**

10. The contract shall be for an initial period of 01 (one) year or further order whichever earlier from the date of taking up of the job in pursuance of contract unless it is curtailed or terminated by the Central Vigilance Commission owing to the deficiency of services, sub-standard quality of outsourced Data Entry Operators deployed breach of contract, reduction or creation of the outsourced Data Entry Operators on the part of service provider etc.

11. The contract may be extended for a further period by mutual consent of the Central Vigilance Commission and service provider on the same terms and conditions.

12. 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 Commission.

13. The Central Vigilance Commission, at present, has requirement of 13 outsourced Data Entry Operators on urgent basis. The requirement of the Central Vigilance Commission may increase or decrease during the period of initial contract also and the tenderer would have to provide additional outsourced Data Entry Operators, if required, on the same terms and conditions.

14. The tenderer will be bound by the details furnished by him/her to the Central Vigilance Commission while submitting the tender or at subsequent stage. In case, any such document furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.

15. The Central Vigilance Commission reserves the right to terminate the contract during initial period also after giving a week notice to the contracting agency.

**NOTE: If a firm quotes "NIL" Charges/ Consideration, the Bid shall be treated as unresponsive and will not be considered.**

## **Liabilities, Control etc. of the Persons deployed**

16. The Central Vigilance Commission is the apex anti corruption body for overseeing and implementing policies relating to vigilance administration. The Commission has been vested with powers to inquire or cause inquiries to be conducted into offences alleged to have been committed under the Prevention of Corruption Act, 1988 by certain categories of public servants of the Central Government, Corporations, Companies, Societies and local authorities, owned or controlled by the Central Government. The working of the Central Vigilance Commission is quasi-judicial and sensitive in nature. Data Entry Operators in the Central Vigilance Commission are generally deployed in Vigilance Branches or with officers, where secretarial assistance [taking dictation, attending telephone calls, maintaining records in manual/digital form etc. however, depending on situation additional duties may also be assigned]. Data Entry Operators having Computer knowledge [MS office] and fulfill the criteria of having skill test norms on Computer for dictation 10 minutes @ 30 w.p.m in English. Candidate having knowledge of both English/Hindi typing would be preferred.

17. The contracting agency shall ensure that the individual Data Entry Operators deployed in the Central Vigilance Commission confirm to the above working parameters and norms of the Commission.

18. The Service conditions in respect of the manpower supplied will be as under:-

(i) Wages quoted should not be less than minimum wages notified by Govt of GNCTD.

(ii) Wages will be considered for revision if deemed necessary, by the Commission in case of revision of wages due to any Government orders.

(iii) Wages will be on 5 days' week basis. Extra wage per hour will be paid on pro-rata basis in accordance with such norms as might be set by the Commission or guidelines, if any, issued by the Commission.

(iv) ESI membership card and Provident Fund Account Number should be provided to the employees by the Contractor being the Employer as per relevant rules which he has to convey to the Commission within a month from the date of award of work.

(v) Wages to Data Entry Operators should be paid online by 5<sup>th</sup> of the following month of the month in respect of which wages are payable.



(vi) The employee should get his 'Carry Home Salary' and OTA for additional work, if any, without any further reduction.

(vii) Pay slips duly indicating details of pay of all concerned deduction thereon should be given to each employee while distributing pay.

(viii) Contractual employee shall be entitled to avail 10 (Ten) days leave during the calendar year. Un-availed leave shall not be carried forward to the next year.

19. The Contracting agency shall furnish the following documents in respect of the individual Data Entry Operators who will be deployed by the Central Vigilance Commission before the commencement of work :-

- a. List of persons deployed;
- b. Bio-data of the person;
- c. Attested copy of the date of birth (matriculation);
- d. Certificate in respect of educational, technical and skill qualification viz. education, computer literacy;
- e. Character certificate from Gazetted Officer;
- f. Certificate of verification of antecedent of persons by the local police authority;
- g. Identity Cards bearing photographs.

20. The tendering agency shall replace immediately its personnel who are found unacceptable to the Central Vigilance Commission because of security risk, incompetence, conflict of interest, improper conduct, disobedience of office order etc. upon receiving a notice from this Commission.

21. The person deployed shall be required to report for duty sharp at 9.30 AM to Under Secretary (Admn) and also at 6.00 PM before leaving the office.

22. The outsourced Data Entry Operators may be called on Saturday, Sunday and other Gazetted holidays, if required, for which he shall not be paid any remuneration/ honorarium. However this will be adjusted against attending the office on Saturday, Sunday and other Gazetted Holidays.

23. The agency shall depute a coordinator who would be responsible for immediate interaction with Central Vigilance Commission so that optimal service of the persons deployed by the agency could be availed without any disruption.

24. 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 pre-estimated agreed liquidated damages @ Rs.200/- per day on the service providing agency.

25. For all intents and purpose the service providing agency shall be "Employer" within the meaning of different labour legislation in respect of Data Entry Operators so employed and deployed in the Central Vigilance Commission. The persons deployed by the agency in the Central Vigilance Commission shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Central Vigilance Commission.

26. The service providing agency shall be solely responsible for redressal of grievances/resolution of disputes relating to Data Entry Operators deployed in this office. The Central Vigilance Commission will in no way, be responsible for settlement of such issues whatsoever.

27. The Central Vigilance Commission is not responsible for any damage, losses claims, financial or other injury, to any person deployed by the service providing agency in the course of performing the functions/duties or for payment towards any compensation.

28. The person deployed by the service providing agency shall not have any claim or entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of this Commission during the currency or after the expiry of the contract.

29. In case of the termination of the contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have neither claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in the Central Vigilance Commission.

## **Legal**

30. The tendering agency will 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 Central Vigilance Commission.

31. The tendering agency shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Central Vigilance Commission to the concerned tax collection authorities from time to time as per extant rules and regulations of the matter.

32. The tendering agency shall maintain statutory registers under the applicable laws. The agency shall produce the same, on demand, to the concerned authority of the Central Vigilance Commission or any other authority under law.

33. Tax Deducted at Source (TDS) shall be deducted as per the provision of Income Tax Act, as amended from time to time, and a certificate to this effect shall be provided to the agency by this Commission.

34. In case, the tendering agency fails to comply with any statutory /taxation liabilities under appropriate law, and as a result thereof, the Commission is put to any loss/obligation monetary or otherwise, the Commission 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.

## **Financial**

35. The successful tenderer will have to deposit a security amount of Rs. 1,00,000/-(Rupees one Lakh only) in the form of fixed deposit receipt (FDR) made in the name of agency by hypothecation to the PAO, DPAR, New Delhi covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

36. In case of breach of any terms and conditions attached to this contract, the performance security deposit of the agency will be liable to be forfeited by the Commission besides annulment of contract.

37. The wages to Data Entry Operators should be made online by 5<sup>th</sup> of the following month of the month in respect of which wages are payable. The agency shall raise the bill in triplicate, along with attendance sheet (duly verified by the Under Secretary (Admn) in respect of the persons deployed and submit the same to the Under Secretary (Admn) in the first week of the succeeding month. As far as possible, payment will be released by the second week of succeeding month.

38. The claims in the bills regarding the employee's state insurance, provided fund and service tax etc. should be necessarily accompanied with the documentary proof pertaining to the concerned bill. The amount pertaining to requisition portion / whole of the bill amount may be withheld until such proof is furnished, at the discretion of the Commission. Further, for claiming reimbursement in the respect of EPF and ESI Contribution, photocopies of EPF Account statement /ESIC Card of every personnel are also to be submitted.

39. The amount of pre-estimated agreed liquidated damage calculated @ Rs.200/-per day per person on account of delay, if any in providing suitable substitute for the period beyond three working days by the agency, shall be deducted from the monthly bill of the service providing agency in the following month.

40. The Central Vigilance Commission reserves the right to withdraw/ relax of the terms and conditions mentioned above so as to overcome the problems if any, encountered by the contracting parties.

(PK Mohanty)  
Under Secretary (Admn)  
011-24651194