

**GOVERNMENT OF INDIA
MINISTRY OF INFORMATION AND BROADCASTING
PAY & ACCOUNTS OFFICER, FILMS DIVISION
24-DR.G.DESHMUKH MARG, MUMBAI – 400 026.
TELE. NO. 022-2352 4728**

File No. PAO/FD/MUM/2016-17/1112

Dated the 04th August, 2016

On behalf of the PAY & ACCOUNTS OFFICER, FILMS DIVISION, MUMBAI INVITES E-PROCUREMENT TENDERS UNDER TWO BIDS SYSTEM i.e. Technical Bid & Financial Bid for Outsourcing the Services for DEO's and Casual Labour for Pay & Accounts Officer, Films Division, Mumbai.

The details given in the schedule and appendices of this Tender Enquiry:-

Earnest Money: Rs. 10,000/- (Ten Thousand Only)

CRITICAL DATE SHEET:

Published Date	04.8.2016	15.30 Hrs
Bid Document download Start Date	04.8.2016	15.30 Hrs
Bid Submission Start Date	04.8.2016	15.30 Hrs
Bid Submission End Date	13.8.2016	15.30 Hrs
Bid Opening Date	16.8.2016	11.00 Hrs

NOTE:-

1. The complete Tender document can be downloaded from Films Division website www.filmdivision.org. Any Change modification in the tender enquiry will be intimated through above website only.
2. Bidder are therefore, requested to visit our websites regularly to keep themselves updated.
3. All documents submitted by the Tenderer's should be clear legible and in lucid language, otherwise, it shall be liable to be rejected.

No. PAO/FD/MUM/2016-17
GOVERNMENT OF INDIA
MINISTRY OF INFORMATION AND BROADCASTING
PAY & ACCOUNTS OFFICER, FILMS DIVISION

24-Dr.G. Deshmukh Marg, Mumbai – 26
Dated the 04th August, 2016

Subject :- On-line Bid Notice for Outsourcing the Services of Data Entry Operators & Casual Labour for Pay & Accounts Office, Films Division, Mumbai

The Pay & Accounts Officer, Films division, Ministry of Information & Broadcasting, Government of India, 24-Dr. G. Deshmukh Marg, Mumbai-26 on behalf of the President of India invites sealed bids in two bid system i.e. Technical and Financial Bid from reputed agencies/firm for outsourcing services of DEO's and Casual Labour in the Pay & Accounts Office, Films Division, Mumbai.

CHAPTER-I : instructions to bidder

1. The number of persons to be employed by the contractor is detailed in the table below but the persons deputed should be responsible to complete the assigned work in a time bound manner without causing any inconvenience to the regular staff /officers of the Pay & Accounts office.

SL No.	Name	Number	Category of labour
1	Data Entry Operators	05	Skilled
2	Casual Labour	01	Unskilled

2. The period of contract would be 12 months.

3. The manpower will have to be supplied by the agency within 15 days of award of contract.

4. For more information on the nature of work to be outsource the Bidder may visit to this office between 11.00 am to 4.00 p.m and can consult Shri E.J.Joson, Pay and Accounts Officer (022-23524728) in the office of the Pay & Accounts Officer, Film Division, Ministry of Information and Broadcasting, Government of India, 24-Dr.G. Deshmukh Marg, Mumbai -400026.

5. Technical Bid:-

- a) The TECHNICAL BID should be as per format prescribed at Annexure- I viz. the bidder's experience and general details of the manpower to be engaged for different positions. Bidder should give the PAN/Service Tax number issued by concerned Govt. Authorities. There will be no mention of price anywhere in the technical bid. The technical bid will clearly be super scribed with "TECHNICAL BID FOR OUTSOURCING THE SERVICES OF DATA ENTRY OPERATORS & CASUAL LABOUR". This should be signed by authorized signatory with the firm's official seal and name of the person signing it. Those who are found technically qualified will be considered for financial bid opening.
- b) Copies of the IT returns of last three financial years, i.e. 2012-13, 2013-14 and 2014-15 should be furnished with the bid documents.
- c) The Firms/Agencies/Contractors should have their bank accounts in the names of Firms/Agencies/ Contractors. The self-attested copies of the Passbook/ Bank Statement of the Bank shall be attached with bid documents.

- d) The interested Firms/ Agencies / Contractors should be registered with the appropriate authority and also be registered with ESI, EPF and Service Tax self attested copies of all the above registration shall be attached with the bid documents.
- e) The Firms / Agencies / Contractors should not have been blacklisted by any Ministry/Department of the Government of India.
- f) The firm / agency / company / contractor must undertake to provide clearance from police authorities in respect of the persons deployed.
- g) The Firms/Agencies/Contractors shall have to give a notarized affidavit on a stamp paper of appropriate value to the effect that the firm undertake to pay Minimum Rates of Wages to the persons engaged as per applicable orders of govt. of Maharashtra post award of contract.

6. Financial Bid:-

- a) The FINANCIAL BID should be as per format prescribed at Annexure- II. It should contain the price schedule duly filled in with all commercial details of the bids.
- b) Complementary service by any firm is not acceptable. If any Firm/Agency/ Contractor quotes the administration Service Charges as Zero / Nil, it shall not be treated as a valid quote and shall result in summarily dismissal of the financial bid even through the firm is otherwise technically qualified.
- c) The bidder shall quote monthly wage rate per Data Entry operator and Casual labour, which should not be less than the minimum wages prescribed by the Govt. of Maharashtra under Minimum Wages Act, 1948
- d) The financial bid will be evaluated and L1 will be decided on the basis of total value quoted (inclusive of all components of cost involved therein) by the Firm/ Agency/ Contractor.

7. Both the Bids should be placed in a separate sealed envelope and these two envelopes should be placed in the main sealed envelope superscripted "Tender for outsourcing the services of Data Entry Operators & Casual Labour". This should be addressed to the Pay & Accounts Officer, Films Division, Ministry of Information and Broadcasting, Film Bhavan, 5th Floor, 24, Dr G. Deshmukh Marg, Mumbai – 400 026.

8. The bidder except those who are registered with the Central Purchasing Organisation, National Small Industries Corporation (NSIC) must enclose with their Technical Bid an earnest Money (Bid Security) for Rs. 10,000/- in the form of either cross Demand Draft, Bankers Cheque drawn in favour of "Pay & Accounts Officer, Films Division, Mumbai" payable at Mumbai. The original DD/Bankers Cheque towards EMD should reach at Pay & Accounts Officer, Films Division, Mumbai before bid opening date.

9. The Earnest Money (Bid Security) may be forfeited by Pay & Accounts Office, Films Division, Mumbai in the following events:-

- (i) If Bid withdrawn during validity period or any extension thereon.
- (ii) If Bid is varied or modified in a manner not acceptable to this organisation during the validity period or any extension thereof.

- (iii) If a bidder whose bid has been accepted but fails to furnish the performance security deposit, performance bank guarantee within 30 days of acceptance of bid.

10. The Earnest Money (Bid Security) of unsuccessful bidders will be returned on finalisation of bid. The Earnest Money of successful bidder will be returned on receipt of performance security deposit / bank guarantee.

11. All levies / taxes etc., if any may be mentioned separately. If these details are not indicated, it will be assumed that the rate is inclusive of all the taxes.

12. At the first instance the Technical bids will be opened by the department and the same will be evaluated by the competent committee/ authority. Documents like pamphlets, brochure etc. shall form part of the technical bid submitted by the bidder.

13. Terms and Conditions: As per Annexure-III

CHAPTER-II – Schedules of Requirement:-

The brief description of minimum educational qualification /experience and duties of both the categories of Posts is given as under

No.	Category of Post / Qualification /Experience	Brief description of duties
1	Data Entry Operator <u>Educational Qualification</u> Graduate in any discipline from a recognised University <u>Experience</u> The persons should be proficient in MS Word, Excel and Power Point Applications	<ol style="list-style-type: none">1. To type and assist his/her Senior Officers/ Section in-charge in maintaining files etc.2. To maintain all clerical work and maintain the records of office.3. Diary, Dispatch & maintaining office files.4. To attend EPBX telephone calls etc.5. Preparation of bills6. Any other work as assigned by officers.
2	Casual Labour <u>Educational Qualification</u> 10 th Pass <u>Experience</u> The persons should be able to read and write in Hindi and English and should possess a sound health	<ol style="list-style-type: none">1. Cleaning / Dusting of office premises/ articles2. Dak Work3. Serving Tea/Coffee/Snacks to the officers and in the meetings/ workshop etc.4. And any other work as assigned by officers.

(Shri E. J. Joson)

Pay & Accounts Officer
Film Division, Mumbai

PROFORMA FOR TECHNICAL BID (QUALIFYING BID DOCUMENT)

Sl. No.	Particular	To be filled by the tenderer
1.	Name of the Agency & its constitution	
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 Department and attach copies of contracts order placed on the agency)	

11.	Whether a copy of the terms and conditions (Annexure-III), duly signed, in token of acceptance or the same, is attached.	
12.	Whether agency profile is attached	
13.	List of other clients	

Full Name & Signature of Authorized Signatory

(Seal of Firm / Company)

Date:

Place:

PROFORMA FOR FINANCIAL BID

To,

The Pay & Accounts Officer
 Film Division, Film Bhawan,
 24-Dr.G.Deshmukh Marg,
 MUMBAI – 400 026.

Sub: Quotation for award of contract for providing 'Data Entry Operators and Casual Labour...
 reg....

S. No	Item Head	Charges per month (in Rs.)	
		Data Entry Operator (Skilled)	Casual Labour (Unskilled)
1.	<p>Rate of wages per person per month (Monthly wage rate must not be less than the minimum wage rate prescribed by the Govt. of Maharashtra under minimum Wages Act, 1948 relevant to the schedule employment viz. shops & commercial establishment)</p> <p>NOTE:</p> <p>a) In case if the wage rate per person per month is more than the minimum wage rate prescribe by the govt. of Maharashtra for shops & commercial establishment for both the positions a detail breakup of each component of cost involved therein and forming part of the rate quoted herein shall be furnished separately in a tabular format)</p> <p>b) The bidders are also required to furnish the documents Issued by the competent authority in support of the minimum wage rate quoted by them for both the positions along with the financial bid.</p>		
2.	<p>Statutory contributions on person's wages (per person per month)</p> <p>1) EPF</p> <p>2) ESI</p>		
3	Firms Administrative Service Charges per person per month		
4.	Service Tax		
5.	Total Per person per month		

Full Name & Signature of Authorized Signatory

(Seal of Firm / Company)

Date:

Place:

Declaration

1. I S/o
.....Proprietor/Director of the

Firm/Company, mentioned above, is competent to sign this declaration and executes this tender.

2. I have carefully read and understood all the terms and condition, as mentioned in the tender documents, and undertake to abide by them. I acknowledge the same by signing every page of the Tender Document.

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 aware of the fact that furnishing of any false information/document would lead to rejection of my/our tender besides liabilities for prosecution under appropriate law.

Full Name & Signature of Authorized Signatory

(Seal of Firm / Company)

Date:

Place:

TERMS AND CONDITIONS FOR OUTSOURCING OF THE SERVICES OF DATA ENTRY OPERATORS & CASUAL LABOUR

- (1) All services on outsourcing basis shall be performed by persons qualified and skilled in performing such services as per the schedule of requirement in chapter II.
- (2) The persons supplied by the Agency should not have any adverse 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 this office. 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 the persons as requisition in this tender. 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 and Servant or Employer and Employees relationship between the employees of the service provider and this office and further the said persons of the service provider shall not claim any employment, engagement or absorption in this office in future.
- (4) The service provider's persons shall not claim any benefit/ compensation /absorption/regularization of service from/in this office 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 this office.
- (5) The service provider's personnel shall not divulge or disclose to any person any details of office operation process, technical know-how, security arrangements, administrative / organizational matters as all are confidential / secret in nature.
- (6) The service providers personnel's should be polite, cordial, positive and efficient while handling the assigned work and their actions shall promote goodwill and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him.
- (7) The persons deputed shall not be below the age of 18 years or above 30 years and they shall not interfere with the duties of the employees of the office.
- (8) The 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/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 office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from this office.

- (9) The service provider has to provide photo identity cards to the persons employed him/her for carrying out the work. These cards are to be constantly displayed & their loss reported immediately to the service provider.
- (10) The service provider shall ensure proper conduct of his persons in office premises and enforce prohibition of consumption of alcoholic drinks, paan, tobacco, 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 and this office shall not be liable or responsible on any of these accounts towards any personnel of the service provider.
- (12) Working hours would be from 9.00 A.M. to 5.30 P.M. 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.
- (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 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 be required to deposit EPF contribution of the Employer and Employees share in the EPF Account of the persons every month. If the service provider does not provide copies of depositing Employer and Employees share in the EPF Account of the employee, he will not be entitled for these payments.
- (14) That the service provider will comply with the instruction relating to payment of EPF in respect of those employees who are not in excluded category as per instruction issued by the Government on the subject.
- (15) That the Bidders have not been blacklisted or their business dealings with the Government Ministries/Departments have not been banned.
- (16) The employers' share of EPF will not be paid to the contractor for those persons, who are in the excluded category of EPF contribution as per latest guidelines issued by Ministry of Labour & employment in this regard. The employer's share of EPF will be paid to the Contractor on production of documentary evidence of depositing the share in the individual employee's EPF account opened for the employee in his/her name. The Contractor / Agency has to intimate in writing Account No. of EPF & ESI of each person deployed and amount of EPF / ESI deposited against his account as an evidence of deposit.
- (17) 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.
- (18) The payment shall be made to the service provider by ECS/RTGS mode only after presentation of the bill along with complete bank details. .
- (19) Payments to the service provider would be strictly on certification by the officer with whom the outsourced personnel is attached that his/her service was satisfactory and as per his/her attendance shown in the bill preferred by the service provider.

- (20) No wage/remuneration will be paid to any staff for the days of absence from duty.
- (21) This office will not involve in any dispute between the service provider and employees of the service provider.
- (22) The service provider shall arrange for 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.
- (23) 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 office in fulfilment 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) That the Agency on its part and through its own resources shall ensure that the goods, materials and equipment etc. supplied to the personnel for discharge of duties assigned to them 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 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.
- (26) This office 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.
- (27) The successful bidder shall furnish a security deposit equivalent to Rs.40,000/- (Rupees forty thousand only) in the form of an account payee demand draft drawn in favour of the Pay & Accounts Officer, Films Division, Mumbai payable at Mumbai/Fixed Deposit Receipt from Commercial bank/Bank Guarantee from a commercial bank in an acceptable form safeguarding the interest of this office 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 office or on 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.
- (28) The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions. The agreement will be valid for a period of 12 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 12 months and no request for any change/modification shall be entertained before expiry of the period of 6 months.
- (29) The service provider shall not assign, transfer, pledge or sub- contract the performance of service without prior consent of this office.

(30) 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 office shall be forfeited by the office.

(31) 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.

(32) In the event of any dispute arising in respect of the clauses of the agreement, the matter will be referred to the Secretary, Ministry of Information and Broadcasting whose decision shall be binding on both the parties.

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