

D-24015/5/2015-ADMINISTRATION SECTION-BCAS (E-103815)

Bureau of Civil Aviation Security
Government of India
A Wing I-III floor, Janpath Bhawan
Janpath, New Delhi.

Dated: 16.08.2015

TENDER NOTICE

Subject:- Quotations for award of contract for providing Data Entry Operators in Bureau of Civil Aviation Security for a period of one (01) year extendable as per requirement.

Online bids are invited on behalf of the President of India, under one cover system from reputed, experienced and financially sound Companies/Firms/Agencies for providing skilled Data Entry Operators in Bureau of Civil Aviation Security initially for one year from the date of taking up of supply of manpower in pursuance of contract unless extended further by the Bureau, on the same terms and conditions. Manual bids shall not be accepted.

2. The Tender Document can also be downloaded from the CPP website <http://eprocure.gov.in/eprocure/app> and from this Bureau's website <http://www.bcasindia.gov.in>.

3. Earnest Money Deposit (EMD) of Rs. 50,000/- drawn in favour of PAO (Sectt.), Ministry of Civil Aviation, will be deposited with Jt. Director (Admn.) at Room no. 107, 1st floor, A wing, Janpath Bhawan, Janpath, New Delhi – 110001 not later than 03.00 PM on 8th September 2017.

4. The Bureau of Civil Aviation Security reserves the right to amend or 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 Director General, Bureau of Civil Aviation Security in this regard shall be final and binding on all.

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1.The Bureau of Civil Aviation Security located at I-III Floor, A Wing, Janpath Bhawan, Janpath, New Delhi-110001 requires reputed, well established and financially sound Companies/Firms/Agencies to provide Data Entry assistance to its officers.

2.The contract will be initially for one year from the date of taking up of supply of manpower. The period of the contract may be further extended **upto an additional period of one year on the same terms and conditions.** The contract may be curtailed/terminated at any time owing to deficiency in service or substandard quality of manpower deployed by the selected Company/Firm/Agency or as per the requirement of BCAS or any other act of omission or commission on part of the Company/Firm/Agency. For such termination, one-week notice will be given to the selected service providing Company/Firm/Agency.

3.The Bureau has requirement for skilled Data Entry Operators who are well conversant with computers and essentially well trained in MS Word language, MS Excel and MS Power Point package/language.

4.The present requirement is for 12 (twelve) persons.

5.However, the number may increase or decrease as per the requirement of this Bureau at any time during the currency of the contract, which will be provided by the contractor on the same terms and conditions with a period of 7 working days.

6.The various crucial date relating to “Tender for Providing Data Entry Operators to Bureau of Civil Aviation Security” are cited as under:

Published Date	16 August 2017 (06.00PM)
Bid Document Download Start Date	16 August 2017 (06.00PM)
Bid Submission Start Date	16 August 2017 (06.00PM)
Bid Document Download End Date	06 September 2017 (04.00PM)
Bid Submission End Date	06 September 2017 (04.00PM)
Bid Opening Date	08 September 2017 (03.00PM)

7.The Earnest Money Deposit (EMD) of Rs. 50,000/- (Rupees fifty Thousand Only), refundable (without interest) should be in the form of **Demand Draft/Banker’s Cheque** drawn in favor of **PAO(Sectt), Ministry of Civil Aviation, New Delhi**, failing which the tender shall be rejected summarily. EMD will be deposited at Room no. 107, 1st floor, A wing, Janpath Bhawan, Janpath, New Delhi – 110001 not later than 03.00 PM on 8th September 2017. However, small scale units

registered with NSIC/MSME under single point registration scheme are exempted from payment of EMD.

8. The successful bidder will have to deposit a Performance Security Deposit of Rs. 2,00,000/- (Rupees Two Lakh only), or 10% of the contract amount, whichever is lower in favour of PAO(Sectt) Ministry of Civil Aviation, New Delhi and may be paid in any of the following forms:-

“Crossed Demand Draft /Pay Order /Fixed deposit receipts /Performance Guarantee Bond by any Nationalized Bank or Scheduled Commercial Bank. If the performance Guarantee Bond is issued by a scheduled Commercial Bank (non-nationalized), then it should be duly counter-signed by the Reserve Bank of India/State Bank of India, New Delhi;”. The charges for such counter-signing shall be borne by the successful bidder.

9. The **performance security deposit shall remain valid upto a period of 60 days beyond the completion of all contractual obligations.** In case the contract is further extended beyond the initial period, the Demand **Draft /Pay Order /Fixed deposit receipts /performance Guarantee Bond** will have to be accordingly extended/renewed by the successful tenderer covering the period of contract.

10. The Companies/Firms/Agencies are required to upload self-attested photocopies of the following documents along with the application, failing which their bids shall be summarily/out-rightly rejected and will not be considered any further:-

- a) Application (as per Annexure-I)
- b) Registration certificate.
- c) Copy of PAN/GIR card.
- d) Copy of the Service Tax returns filed for the period 2015-16 and 2016-17.
- e) Copy of the EPF and ESI Registration Letter/ Certificate.
- f) Copy of the GST Registration certificate.
- g) Certified extracts of the Bank Account containing transactions during the last three years.
- h) Certified documents of audited accounts for the period 2015-16 and 2016-17.
- i) Copy of the Income Tax returns filed for the period 2015-16 and 2016-17..
- j) Declaration as per Annexure-II.
- k) Scanned copy of EMD.
- l) Proof of providing similar services during each of last two financial years, i.e. years 2015-16 and 2016-17 to Central/State Government offices/PSUs. **(Note: Documentary evidence of execution of supply orders signed by an officer not below the level of Section Officer should be produced. Mere production of supply orders would not suffice.)**

11. Conditional bids shall not be considered and will be summarily rejected.

12. The Bids shall be opened on the scheduled date, time and venue as prescribed above

in the presence of the representatives of the Companies/Firms/Agencies, if any, who are present on the spot at that time. Only the bids fulfilling the conditions as laid down herein will be evaluated for selection.

13. The competent authority appointed by the Director General, Bureau of Civil Aviation Security reserves the right to annul any or all bids without assigning any reason.

14. The bidding Company/Firm/Agency should fulfill the following specifications:-

a) The Registered Office of one of the Branch Offices of the Company/Firm/Agency should be located in Delhi/New Delhi/NCR region.

b) The Company/Firm/Agency should be registered with the appropriate registration authority.

c) The Company/Firm/Agency should have at least three years' experience in providing manpower to Private Companies, Public Sector Companies, Bank or Government organizations, etc.

d) The Company/Firm/Agency should have its own Bank Account.

e) The Company/Firm/Agency should be registered with income tax and service tax authorities.

f) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act.

15. Following are the requirements of the Data Entry Operators:-

I. He/ She should have passed 10+2 or equivalent from a recognized Board.

II. He/She should be 18 years and above on the day of publication of this tender.

III. He/ She should be proficient with functioning of computers.

IV. His/her antecedents should have been got verified by the agency from the local police authorities.

16. 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 Bureau.

17. The tenderer will be bound by the details furnished by him/her to this Bureau, while submitting the tender or at subsequent stage. In case any of such documents furnished by

him/her is found to be false at any stage, it will be deemed to be a breach of Terms of Contract marking him/her liable for legal action besides termination of contract.

18. The contracting agency shall ensure that the individual Data Entry Operators deployed in the Bureau of Civil Aviation Security confirm to the specifications of age, educational and skill qualification prescribed.

19. The Bureau of Civil Aviation Security an attached office to the Ministry of Civil Aviation is a Central Government Office and has five days working (i.e. Monday to Friday) in a week from 9:30 AM to 6:00 PM with a lunch break of ½ hours from 1:30 PM to 2:00 PM. Besides this the Bureau observes the Gazetted holidays notified by the Government of India from time to time. The Data Entry Operators, however, may be required to attend the office as and when required on Sundays/Gazetted Holidays (on prior intimation) for which He/ She will be paid additional wages as per Minimum wage act.

20. The persons deployed shall be required to report for duty at 9:30 AM to Deputy Director(Pers)/ Section Officer (Pers) and would not leave office before 6:00PM or as directed by the Officer. In case, person deployed is absent on a particular day or come late/leaves early on three occasions, one day wage shall be deducted.

21. The contracting Company/Firm/Agency shall furnish the following documents in respects of the individual Data Entry Operators who will be deployed by it in this Bureau before the commencement of work.

- (a) List of persons deployed:
- (b) Bio-Data of the persons:
- (c) Attested copy of matriculation containing date of birth:
- (d) A copy of the verification report of antecedents of persons by local Police authority.
- (e) Identity Cards bearing photograph.

22. In case, the person employed by the successful Company/Firm/Agency commits any act omission/commission that amounts to misconduct/indiscipline/incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work required by the Bureau.

23. The Company/Firm/Agency shall replace immediately any of its personnel who is found unacceptable to this Bureau because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from this Bureau.

24. The agency shall depute a coordinator who will be responsible for immediate interaction with the Bureau of Civil Aviation Security so that optimal services of the persons deployed by the agency could be availed without any disruption.

25. The selected agency shall immediately provide a substitute in the event of any person not attending the office at BCAS. **The delay by the agency in providing a substitute beyond three working days shall attract a Penalty @ Rs. 200/- per day on the service-providing agency.**

26. It will be the responsibility of the service providing agencies to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency). Bureau of Civil Aviation Security will have no liability in this regard.

27. For all intents and purpose the service providing agency shall be the “Employer” within the meaning of different Labour Legislations in respect of Data Entry Operators so deployed in this Bureau. The persons deployed by the agency in the Bureau shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the Bureau of Civil Aviation Security.

28. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The Bureau shall in no way be responsible for settlement of such issues whatsoever.

29. This Bureau 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.

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

31. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for any relaxation for absorption in the regular/otherwise capacity in the Bureau of Civil Aviation Security.

32. The successful bidder 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 this Bureau.

33. The successful bidder shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Bureau of Civil Aviation Security to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

34. The contractor shall ensure strict compliance of Payment of Wages Act 1936, Employment of Children Act 1938, Untouchability (Offences) Act 1955, Workmen’s Compensation Act 1923, Relevant Central / State Labour Laws, Employees state insurance Act 1948, Labour acts and

Employees provident Fund Act 1952 and other statutes, acts, rules and regulations of Government, along with any modifications thereof or rules clarifications or otherwise and all the provisions as amended from time to time and BCAS shall stand indemnified from and against any claims / penalty under the afore said act. The successful bidder shall maintain all statutory registers under the applicable law. The agency shall **produce the same, on demand, to the concerned authority of this Bureau or any other authority under law.**

35. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of the Income Tax Bureau, as amended from time to time and a certificate to this effect shall be provided to the agency by this Bureau.

36. In case the successful bidder fails to comply with any statutory/taxation liability under appropriate law, and as a result thereof the Bureau is put to any loss/obligation, minority or otherwise, the Bureau 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.

37. The bidder shall indemnify and protect this Bureau from and against all actions, suits, proceedings losses, costs, damages, charges, claims and demands of every nature and description brought against or recovered from this Bureau by reasons of any act or omission of the contractor, his agents or employees, in the execution of the works, supply of material, or in the guarding of the same.

38. Any liabilities arising out of breach of any obligation commonly applicable in Indian or International law or regulation or intellectual property right infringements etc shall not be limited by this agreement and the bidder shall be solely and completely responsible for any such violation on his part.

39. In the event of any question, dispute or difference arising under these conditions or any special conditions of contract, or in connection with this contract (except as to any matters the decision of which is specially provided for by these or the special conditions) the same shall be referred to the sole arbitration of a Gazetted officer appointed to be the arbitrator, by the Director General, BCAS or his representative. The Gazetted officer to be appointed as arbitrator however will not be one of those who had an opportunity to deal with the matters to which the contract relates or who in the course of their duties as officer has expressed views on all or any of the matters under dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.

40. Subject to as aforesaid, Arbitration and Conciliation Act 1996 and the Rules there under any statutory modification thereof shall apply to the Arbitration proceedings under this Article.

41. The jurisdiction for settlement of any disputes through Court under this contract shall be at Delhi.

42. The EMD in respect of the agencies which do not qualify shall be returned to them without any interest. However, the EMD in respect of the successful tenderer **can be** adjusted towards the Performance Security. Further, if agency fails to deploy required number of Data Entry Operators against the initial requirement within **15 days** from the date of placing the order the EMD shall stand forfeited without giving any further notice.

43. 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 Bureau besides annulment of the contract.

44. **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 person provided by the firm.** The agency shall raise the bill, in triplicate, alongwith attendance sheet (duly verified by Section Officer (Pers), BCAS, or any authority designated by the Director General, BCAS in respect of the persons deployed and submit the same to the R&I Section, BCAS, in the first week of the succeeding month.

45. The claims in bills regarding Employees State Insurance, Provident Fund and GST etc. should be necessarily accompanied with the documentary proof pertaining to the concerned month's bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Bureau.

46. Based on the policy guidelines issued by the Govt. of India, Bureau of Civil Aviation Security shall extend the following benefits to small scale units registered with NSIC/MSME under single point registration scheme:

- a. Exemption from payment of Earnest Money Deposit (the bidder shall upload scanned copy of a valid NSIC/MSME registration certificate).
- b. Waiver of Security Deposit to the monetary limit for which units is registered.
- c. Price preference upto 15% over the lowest quote of the large scale units.

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Application for Providing Date Entry Services to Bureau of Civil Aviation Security

1. Name of Company/Firm/Agency _____
2. Name of Proprietor/ Director of Company/Firm/Agency _____
3. Full address of Registered Office _____

Telephone Number: _____

FAX No. _____

E-Mail Address _____

4. Full Address of Operating Branch _____

Telephone Number: _____

FAX No. _____

E-Mail Address _____

5. Banker of Company/Firm/Agency _____
(Full Address)

Telephone Number of Banker _____

6. PAN/GIR No. _____

7. GST Registration No. _____

8. E.P.F. Registration Number _____

9. E.S.I. Registration Number _____

11. Financial turnover of the Company/Firm/Agency for the last 2 financial years.

12.

Financial Year	Amount (Rs. Lakh)	Remarks if any
2015-2016		
2016-2017		

(Attach copies certified by auditors of audited accounts for the above period)

13. Give details of the major similar contracts handled by the Company/Firm/Agency during the last three years in the following format:

Sl. No	Details of client along with address, telephone numbers	Amount of Contract (Rs. Lakh)	Duration of Contract From	Duration of Contract
1.				
2.				
3.				
4.				

Signature of authorized person Name _____

Seal _____

DECLARATION

1. _____ Son/Daughter/Wife of Shri/ Smt _____ signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
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 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;
4. I have no personal or official link with any employee of BCAS.

Signature of authorized person Full Name: _____

Seal: _____

Date:

Place:

APPLICATION-FINANCIAL- BID (For Reference Only – The actual bid needs to be uploaded online in the provided BOQ Template)

1. All the Data Entry Operators Deployed in this Bureau will be paid their wages on monthly basis (By Cheque/ECS in time) by the Company/Firm/Agency and the photocopies of disbursed cheque/ECS will be submitted in this Bureau.
2. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi.
3. Bidders are requested to quote their bids only in rupees and any other Bids like percentage, etc. shall be considered invalid.

(IN RUPEES ONLY)

Sl. No.	Component of minimum Rate based on minimum wage and EPF rates, etc, at present subject to revision by govt. from time to time.	Amount (Rs.) per Data Entry Operator
1.	Monthly wages per Data Entry Operator	The actual bid needs to be uploaded online in the provided BOQ Template
2.	Contractor’s Administrative Services Charges (In Rupees only).	
3.	Total amount payable per Data entry Operator (total of 1 to 2 above)*	

*** Regardless of higher qualification of any Data Entry Operator, the rate as per successful bid rate will be payable subject to any change as per Note 2 below. EPF/ESI charges and GST will be paid as per the prevailing rates at the time of submission of bill by the contractor.**

Notes:

1. The rates quoted by the tenderer should be exclusive of EPF/ESI & GST charges which will be payable as per the rates and subsequent revision by the govt. from time to time.
2. The rates to be quoted in Row 1 should be equal to or more than the minimum wages prescribed by the Minimum Wages Act, for Matriculates but not Graduates as applicable in NCT of Delhi. The rates revised by the Government of NCT of Delhi from time to time shall be applicable. Due to subsequent revisions, in case of difference between the quoted rates and the minimum wages, the higher of the two shall be payable.
3. 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 data entry operator. All the Data Entry Operators deployed in this Bureau will be paid their wages on monthly basis.
4. In case of any payment involving parts of a month, the amount shall be calculated as follows:-
 - (i) Daily rate = Monthly Rate/no of working days in that month excluding Sunday/Saturdays & holidays
 - (ii) The amount payable is equal to daily rate x total no of days worked in the period
5. If any service provider quotes Administrative service charge (in Col. 2 above) as zero /nil/blank, it shall not be treated as a valid quote and shall summarily result in dismissal of the financial bid even if the service provider otherwise is technically qualified.
6. In all the Rows, the figures are to be quoted per data entry operator on a monthly basis. The rates indicated in any other unit like daily / hourly / weekly etc. shall be treated as invalid.
7. The offer shall be evaluated as per the total amount indicated in Row 3. Payment shall be made after suitable rounding off in the total amount arrived at by multiplying the rate per data entry operator and the number of data entry operators provided.
8. In case of more than one eligible bidders (quote same rates in column 3 above), the tender will be awarded to a single vendor on basis of following:-
 - a. In case, 2 or more firms become eligible bidders and only 1 of the firms is a Small Scale Unit registered with NSIC/MSME under single point registration scheme, the preference will be given to the small scale unit and the tender will be awarded to that Small Scale Unit.
 - b. In case, 2 or more firms become eligible bidders and none of the firms is a Small Scale Unit registered with NSIC/MSME under single point registration scheme, the tender will be awarded to the firm having highest turnover in the Financial Year 2016-17.
 - c. In case, 2 or more firms become eligible bidders and 2 or more firms are Small Scale Units registered with NSIC/MSME under single point registration scheme, the tender would be awarded to the Small Scale Unit having highest turnover in the Financial Year 2016-17.

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