

भारत सरकार
 सूचना और प्रसारण मंत्रालय
 केन्द्रीय फिल्म प्रमाणन बोर्ड


 सत्यमेव जयते

GOVERNMENT OF INDIA
 MINISTRY OF INFORMATION & BROADCASTING
 CENTRAL BOARD OF FILM CERTIFICATION

1st Floor, Chitranjali Studio Complex, Thiruvallam.P.O, Thiruvananthapuram-695 027
 Tel: 0471-2380857 Email: rotvm.cbfc@nic.in

File No: 1/3/2008-Admn (Part II)

Dated 28.03.2019

TENDER DOCUMENT

OUTSOURCING THE SERVICES OF ONE DATA ENTRY OPERATOR AND
ONE MULTITASKING STAFF IN THE REGIONAL OFFICE OF CBFC, 1ST
FLOOR, CHITRANJALI STUDIO COMPLEX, THIRUVALLOM,
THIRUVANANTHAPURAM

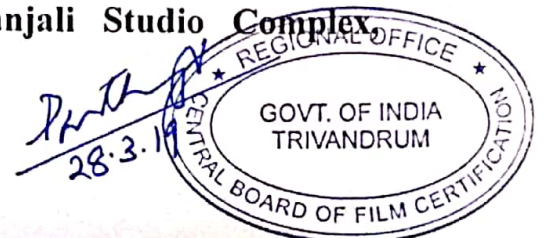
F.No.1/3/2008-Admn (Part II)

Dated 28.03.2019

LIMITED TENDER ENQUIRY NOTICE INVITING TENDER FOR
PROVIDING THE SERVICE OF ONE DATA ENTRY OPERATOR AND ONE
MULTITASKING STAFF

Subject: Invitation of tender documents for outsourcing the services of One Data Entry Operator and One Multi-Tasking Staff from service provider agencies/ firms for a period of one year

1. Sealed tenders in conformity with the tender call notice are invited from the service provider agencies/ firms having valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF registration as applicable in Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Registration, Service Tax/GST Registration (if applicable) and PAN card, and having similar line of business for more than 2 years, towards outsourcing the services of 1(One) Data Entry Operator and 1(One) Multi-Tasking Staff in the **Regional Office of CBFC in 1st Floor, Chitranjali Studio Complex, Thiruvallom P.O., Thiruvananthapuram – 695027.**



2. The service provider agencies/firms having good track record, proof of qualified manpower and relevant experience are eligible to apply.
3. The Data Entry Operator is required to do data entry work of details of certified films, collection and collation of data pertaining to films, generation of reports and preparation of monthly statistics of certified films apart from any other work delegated by office from time to time. The duties of Multi-Tasking Staff include duties related to the security of the office premises, attending the officer as and when required, assisting in routine office works like diary, despatch etc. including a computer, maintaining details of files and other miscellaneous work that may come up from time to time etc. They are to be present in office from 9.30 am to 6 pm. The persons provided as Data Entry Operator should possess Bachelor's degree in any discipline from a recognized University, have a typing speed of 40 words per minute in English typewriting, be proficient in computer applications such as MS Word/MS Excel/PowerPoint/Email/Internet etc and should have good communication skills in English, Hindi and Malayalam. The persons provided as Multi-Tasking Staff should have minimum 10+2 qualification with good communication skills in English, Malayalam and Hindi and should be proficient in computer applications such as MS Word/MS Excel/PowerPoint/Email/Internet etc. The age of persons deployed should not be more than 48 years. They must be physically fit, should have good communication skills to interact with other employees and general public and must have an eye for details and be organized and always be punctual and dedicated. The period of contract is for one year commencing from the date of award of contract.
4. Interested bidders may obtain the tender document from **Regional Office of CBFC at 1st Floor, Chitranjali Studio Complex, Thiruvallom, Thiruvananthapuram – 695027**. The tender document will also be available on the website of CBFC www.cbfcindia.gov.in from **28.3.2019 onwards**.
5. Earnest Money Deposit of **Rs. 5000/- (Rupees Five Thousand Only)** in the form of Demand Draft drawn in favour of **Pay and Accounts Officer, Doordarshan, Chennai** (payable at Chennai) should be submitted along with the Technical Bid.

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28.3.19



TENDER PROCESS

1. The tenders should be submitted in two sealed covers as indicated below:
 - A. The **first sealed cover** should be superscribed '**Technical Bid**' and should contain:
 - a. Checklist of documents submitted (**Annexure I**)
 - b. Proforma at **Annexure II** duly filled in
 - c. Agency profile including details of previous experience of manpower supply to Govt/Semi Govt/Autonomous Agencies
 - d. Acceptance of terms and conditions there under
 - e. Demand Draft for Earnest Money Deposit
 - f. Any other required relevant documents
 - B. The second sealed envelope should be superscribed '**Financial Bid**' and should contain only rates at which manpower will be provided (**Annexure III**)
 - C. Both the sealed covers should be placed in the main sealed envelope superscribed '**Tender for outsourcing the services of one DEO and one MTS**' and sent by post or hand delivered on or before **2 PM on 5.4.2019**. The Technical Bids shall be opened on the same day (i.e. 5.4.2019) in the office of Regional Officer, CBFC, Thiruvananthapuram at **4PM** in the presence of the bidders or their authorized representatives, if they are in attendance. In the event of office being closed/subsequently declared as a holiday on the last day of receipt or opening of bid as specified above, the bid will be received/opened on the next working day at the same time and venue.
2. Tenders received after the due date and time shall be summarily rejected. Incomplete and conditional tenders shall not be accepted.
3. The technical evaluation committee will assess the ability of the agencies to render the requisite services based on its past record, profile and such other criteria and only those found fit will be eligible for financial bid opening.

Antony
28/3/19



4. The bidders are required to submit EMD along with attested copies of valid Registration Certificates as specified in Para no.1 Page no 2 of this tender document and preferably up to date central tax payment challans duly certified, along with the bid documents, failing which the tender could be declared as non-responsive and thus liable for rejection
5. **Submission of more than one tender by a single bidder for a particular work will render his/her bid liable for rejection**
6. The rates for different category of manpower that may be required for the proposed services shall not be less than the rates of minimum wages prescribed by the Government from time to time under Contract Labour (R&A) Act 1970 and the Minimum Wages Act, 1948. If monthly wages quoted in the Financial bid are found to be below the minimum wages, the bid shall not be entertained further.
7. Adherence to Labour Laws/Rules: The firm/contractor shall comply with all the Labour Laws, Rules and Acts in relation to its employees and ensure payment of minimum wages to the personnel engaged on outsourcing basis as per the notifications issued by the Government of India from time to time in compliance with the provisions of the Minimum Wages Act and the Contract Labour (Regulation and Abolition) Act 1970. The payment of wages by the contractor to its employees shall be made by ECS and a certificate in the firm's letter head to be submitted to this Department every month along with a copy of the Acquittance roll duly signed by the concerned employee in confirmation of the payment of minimum wages/agreed salary and compliance of Labour Laws etc in each case.
8. The rates of wages, statutory dues and other allowances etc under the labour law and other laws payable by the employer (the bidder) should be indicated in detail as per the enclosed **Annexure III. Copy of latest minimum wages notification dated 19.1.2017 and copy of Ministry of Labour and Employment, New Delhi order dated 3.4.2018 may please be referred to for strict compliance. In this connection it is informed that while quoting the monthly wages per month, rate should be quoted, by computing the no of working days per month as 24 days.**

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28.3.19



9. The bidders are required to quote their rates both in words and figures and put their signature, they should also sign on any overwriting or any correction made in the tendered rate.
10. Conditional tenders will not be accepted under any circumstances by the Department. EMD of unsuccessful bidders will be refunded within 90 days after finalization of tender, without interest.

11. RIGHT TO ACCEPT OR REJECT TENDERS

A. The tender is liable to be rejected inter alia:

- I. If it is not in conformity with the instructions mentioned in the tender paper
- II. If it is not properly signed by the bidder
- III. If it is received after the expiry of the due date and time
- IV. If it is not accompanied by EMD and requisite documents

B. This office reserves the right to:

- I. Accept or reject any of the tender in full or part
- II. Revise the requirements of manpower at the time of placing the order
- III. Modify, relax or waive any of the conditions stipulated in the tender specification, wherever deemed necessary
- IV. Reject any or all the tenders in part or full without assigning any reason
- V. Award contract to one or more bidders for the terms covered by the tender

12. SCOPE OF WORK

The Data Entry Operator is required to do data entry work of details of certified films, collection and collation of data pertaining to films, generation of reports and preparation of monthly statistics of certified films apart from any other work delegated by office from time to time. The duties of Multi-Tasking Staff includes duties related to the security of the office premises, attending the officer as and when required, assisting in routine office works like diary, despatch etc including a computer, maintaining details of files and other miscellaneous work that may come up from time to time etc. They are to be present in office from 9.30 am to 6 pm. The persons

Pruthi
28/3/19

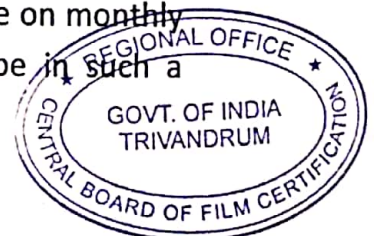


provided as Data Entry Operator should possess Bachelor's degree in any discipline from a recognized University, have a typing speed of 40 words per minute in English typewriting, be proficient in computer applications such as MS Word/MS Excel/PowerPoint/Email/Internet etc and should have good communication skills in English, Hindi and Malayalam. The persons provided as Multi-Tasking Staff should have minimum 10+2 qualification with good communication skills in English, Malayalam and Hindi and should be proficient in computer applications such as MS Word/MS Excel/PowerPoint/Email/Internet etc. The age of persons deployed should not be more than 48 years. They must be physically fit, should have good communication skills to interact with other employees and general public and must have an eye for details and be organized and always be punctual and dedicated. The period of contract is for one year commencing from the date of contract.

GENERAL CONDITIONS OF CONTRACT

1. The manpower will have to be supplied by the agency within 5 days of award of contract or earlier.
2. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated against each category.
3. The persons supplied by the agency should not have any police records or 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 shall be verified by the agency through local police before they are deployed and a certification to this effect shall be submitted to this office. The agency will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The agency shall withdraw such employees who are not found suitable by this office for any reasons, immediately on receipt of such a request from this office.
4. The service provider shall engage necessary persons duly qualified as required by this office from time to time. The deployment of personnel is to be on monthly basis. The deployment or arrangement of the personnel should be in such a

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28/3/19



manner that there shall be no violations of any Rules including weekly off days and should be as per Labour Laws

5. 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 relationship between the employee of the service provider and this office.

6. The service provider's person shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provisions of the Industrial Disputes Act 1947 or Contract Labour (Regulation and Abolition Act), 1970. Undertaking from the persons to this effect shall be submitted by the service provider to this Department.

7. 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 are of confidential/secret nature

8. The service provider's personnel working should be polite cordial positive and efficient while handling the assigned work, follow official decorum and formal dress code and their actions shall promote good will and enhance the image of this office. The service provider shall be responsible for any act of indiscipline on the part of the persons deployed by him. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated, while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Regional Officer on any matter arising under the clause shall be binding and final on the agency

9. The persons deputed shall not be below the age of 18 years or above the age of 48 years and they shall not interfere with the duties of the employees of this office.

10. The functional control over the personnel deployed by the agency will rest with this office and the disciplinary/administrative/technical control will be with the agency.

11. The office may require the service provider to dismiss or remove from the work site, 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

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28/3/19



comply with such requirements. The service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct, upon receiving written notice from this office.

12. The service provider has to provide photo identity cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed and their loss reported immediately.

13. 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

14. 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 them from time to time including Minimum Wages Act, EPF Act, ESI Act etc and the office shall not incur any liability or any expenditure whatsoever on the persons deployed by the agency on account of any obligation. The agency will require to provide particulars of EPF (if applicable), ESI etc of its employees engaged in this office. The agency will comply with all statutory provisions of law, rules and regulations of Act and keep this office informed of any amendment in the law from time to time.

15. The service provider shall ensure proper conduct of his person in office premises and enforce prohibition of consumption of alcoholic substances, smoking and loitering without work.

16. The agency will submit the bill in triplicate in respect of a particular month in the first week of the succeeding month. The payment will be released within a month from the date of submission of claim. The claim should be complete in all respects with all documentary evidence as mentioned in this tender.

17. Payment to the service provider would be strictly on the basis of certification by the officer with whom the personnel are attached, that his services are satisfactory and attendance as per the bill preferred by the service provider.

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25/3/19



18. No wage or remuneration shall be paid to any staff for the days of absence from duty

19. The agency will provide the required personnel for a shorter period also in case of any exigencies as per the requirement of this office

20. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his or her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.

21. The service provider shall be contactable at all times and message sent by phone or email or fax or special messenger from office 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 fulfillment of the contract from time to time.

22. This office shall not be liable for any damage loss theft burglary or robbery of any personal belongings equipments or vehicles of the personnel of the service provider

23. The agency on its part and through its own resources shall ensure that the goods materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. If the 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 the office for the same. The agency shall keep the office fully indemnified against any such loss or damage. For any accident or casualty occurred during the course of working, to any staff deployed by the agency, the liability that will arise out of it will be borne by the agency. The responsibility will remain with the agency and this office will in no way be responsible for it or any other clause mentioned above.

24. The service provider shall engage the necessary persons as required by this office from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service

Ruth
28/3/19



provider to pay their salary and other dues every month and thereafter claim reimbursement from the office.

25. Working hours would normally be 8.5 hours per day from 9.30 am to 6 pm during week days including half hour lunch break during working days. The persons deployed shall be punctual and shall abide by the directions of the Regional Officer in this regard.

26. Escalation clause will not be accepted on any grounds except statutory obligations during the period the contract is in force.

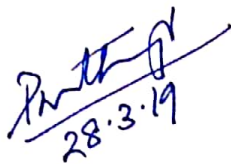
27. The award of the contract shall be subject to fulfilment of the conditions laid down in Rule 162 and Rules 178 to 185 of GFR 2017 as amended from time to time

28. The claims in bills regarding ESI, EPF (if applicable), Central taxes etc should be necessarily accompanied with documentary proof pertaining to the concerned monthly 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 office.

29. TDS shall be deducted as per the provisions of the Income Tax Act as amended from time to time, and a certificate to this effect shall be provided to the agency by the Department.

30. The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirements of this office on these terms and conditions on Rs. 100/- non judicial stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of one year commencing from the date of assigning the contract unless terminated in writing. The rates quoted by the agency shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the contract period.

31. The agency shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office


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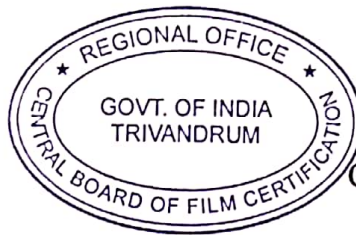


32. However the agreement can be terminated by either party by giving one month's notice in advance, if the agency fails to give one month's notice in writing for termination of the agreement, then one month's wages etc and any amount due to the agency from the office shall be forfeited by the office. 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.

33. Any dispute arising out of the contract shall be settled within the jurisdiction of Trivandrum.

34. The bidders shall have to obtain the required license from the licensing authority before deployment of personnel.

35. This office reserves the right to reject any or all the tenders without assigning any reason whatsoever and the decision of this office shall be final and binding on all the bidders



Parvathy V.
28/3/19

Parvathy V.
Regional Officer
CBFC, Thiruvananthapuram

Encl:

1. Check list (Annexure I)
2. Qualifying bid document (Annexure II)
3. Financial bid document (Annexure III)

To,

Bidders as per list attached in Annexure IV

Annexure-ICHECKLIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER

Sl. No	Document to be submitted	Submitted	Not Submitted	Remarks
1.	Copy of Registration of firms.			
2.	Copy of Registration Certificate of EPF. (if applicable)			
3.	Copy of Registration Certificate of ESI.			
4.	Copy of Labour License.			
5.	Copy of Income Tax Return for the last 2 years.			
6.	Copy of Service Tax Registration/GST registration (if applicable)			
7.	Copy of PAN/TAN card.			
8.	List of clients indicating quantum of work executed with them.			
9.	Proof of experience.			
10.	Details of EMD deposited.			
11.	The bidder shall quote their rates (in both words and figures) which should include deduction towards PF and ESI, other statutory payments etc and any other taxes applicable including GST . The rate quoted should be inclusive of all types of taxes including GST . [Copy of latest minimum wages notification dated 19th January 2017 and copy of Ministry of Labour & Employment, New Delhi order dated 03.04.2018 may be referred to for strict compliance.]. In this connection it is informed that while quoting the monthly wages, per month, rate should be quoted, by computing the no. of working days per month as 24 days.			

Signature of bidder
with seal of establishment

Full name of bidder with address and date



Annexure II

PROFORMA FOR TECHNICAL BID

14

<u>SL. NO.</u>	<u>PARTICULARS</u>	<u>TO BE FILLED BY TENDERER</u>
1	Name of the Agency	
2	Details of EMD	
3	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
4	Date of establishment of the agency	
5	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person.	
6	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation and Abolition) Act, 1970. (Copies of all certificates of registration to be enclosed)	
7	PAN/TAN Number (Copy to be enclosed)	
8	Labour License Number (Copy to be enclosed)	
9	Service Tax Registration Number/GST Registration No (if applicable) (Copy to be enclosed)	
10	EPF Registration Number (if applicable) (Copy to be enclosed)	
11	ESI Registration Number (Copy to be enclosed)	
12	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner or partners anywhere in India.(If no, a certificate is to be attached in this regard)	
13	Educational qualifications and work experience of the persons to be deployed.	
14	Experience in dealing with Govt. Departments(indicate the names of the Departments and attach copies of contract orders placed on the agency)	
15	Whether the undertaking regarding acceptance of the terms and conditions have been duly signed, in token of acceptance of the same, is attached.	
16	Whether agency profile is attached?	
17	List of other clients	
18	Financial turnover of the tendering company/firm/agency for the last 3 financial year with supported document (copy of balance sheet, duly certified by Auditors/ CAs to be attached).	

DECLARATION

I here certify that the information furnished above is true and correct and to the best of my/our knowledge. I understand that in case, any deviation is found in the above statement at any stage, I/We will be blacklisted and will not have any dealing with the Department in future.

[Handwritten Signature]
28/3/19



(Authorised Signature)
(With name/designation, Contact no. & Seal)

FINANCIAL BID

To
The Regional Officer
Central Board of Film Certification,
Chitranjali Studio Complex,
Thiruvallam, Thiruvananthapuram-695027

Sub:- Quotation for award of contract for providing the services of one Data Entry Operator and one Multi-Tasking Staff.- Reg.

Sir,

With reference to your tender notice dated and received in this office on, on the subject mentioned above, I/We quote the rate for above mentioned work as under:

<u>Particulars</u>		<u>Rate (in words and figures)</u>
Monthly wages per person deployed. (<u>The rate has been quoted for a period of one month, and the no. of working days per month is taken as 24 days.</u>)	Rs.	
ESI	Rs.	
Employer's contribution	Rs.	
Employee's contribution	Rs.	
P F (if applicable)	Rs.	
Employer's contribution	Rs.	
Employee's contribution	Rs.	
Service Charges per person per month demanded	Rs.	
Any other charges (pl. Indicate)	Rs.	
Total	Rs.	
GST	Rs.	
Total	Rs.	

2. I/We accept all the terms and conditions of your Tender Notice referred to above.

Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable. The bidders shall quote their rates (in both words and figures) which should include deduction towards PF and ESI, other statutory payments etc and any other taxes applicable including service tax/GST. The rate quoted should be inclusive of all types of taxes including GST. GST applicable should be indicated separately in the Financial Bid.

[Handwritten Signature]
28/3/19



Authorised Signature
(With name/designation, Contact No. & Seal)

UNDERTAKING BY THE BIDDER

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

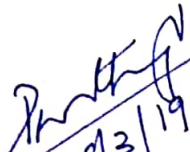
Signature of the Tenderer with seal

Name:

Designation:

Address:

Phone No:


28/3/19

