

REQUEST FOR PROPOSAL

FOR

MANPOWER SERVICE PROVIDER

RFP No. HR-01/2016-17/126/ NMCG

NATIONAL MISSION FOR CLEAN GANGA

Ministry of Water Resources, River Development & Ganga Rejuvenation
Government of India

1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi- 110002

Issued on 23rd December'2016

National Mission for Clean Ganga
(Ministry of Water Resources, River Development & Ganga Rejuvenation)
Government of India

1. National Mission for Clean Ganga is the planning, financing, monitoring and coordinating body for implementation of “Namami Gange Programme”. NMCG is mandated to ensure effective abatement of pollution and conservation of the river Ganga by adopting a river basin approach for comprehensive planning and management. The Director General, NMCG, for and on behalf of NMCG invites bids from reputed, well established and financially sound Manpower Service Providers for supplying of manpower in the Office of NMCG at New Delhi.
2. National Mission for Clean Ganga (NMCG) invites sealed Bids under two envelope system from well-established Manpower Service Providers for providing manpower at the level of Programmers, Office Assistants/ Data Entry Operators (DEOs), Executive Assistants and Stenographers on contract basis initially for a period of one year which may be further extended subject to satisfactory performance. The Service Providers must have sufficient experience of providing manpower to various government departments, public sector companies, public sector banks and government autonomous organizations.
3. The interested bidders shall submit their bids to OSD (Procurement), NMCG, 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 on or before 9th January’ 2017 upto 12:30 PM. The Bids shall not be accepted beyond the stipulated date and time under any circumstances what so ever.
4. Earnest Money Deposit (EMD) equal to Rupees One lakh thirty thousand (Rs.1,30,000/-) only in the form of Demand Draft in favour of the National Mission for Clean Ganga, New Delhi must be accompanied with the Bid application
5. The NMCG reserves the right to cancel the bid at any time or amend / withdraw any of the terms and conditions contained in the Bid Document without assigning any reason thereof.

Director General
National Mission for Clean Ganga

INSTRUCTIONS TO BIDDERS

1. Sealed Bids are invited in two envelope system (Technical Bid and Price Bid) from experienced well established and financially sound Manpower Service Provider for supply of the following category and number of manpower to work in the office of NMCG:

S. No.	Position Requirement	Required Number
1.	Senior Programmer	1
2.	Programmer	1
3.	Office Assistants/ Data Entry Operators (DEOs)	10
4.	Executive Assistants (EA)	10
5.	Stenographers	5
	TOTAL Number of Personnel	27

2. The qualification and the experience of the manpower shall be as indicated in the Scope of Services as in Annexure V.
3. The Contract shall be in force initially for a period of one year from the date of signing of the Contract; which may be further extended subject to satisfactory performance on agreed mutual terms and conditions with a provision of yearly increment of 10% on price bid quoted by the bidder. The requirement of same number of Programmers, Office Assistants, Executive Assistants and Stenographers may persist in NMCG at that time or may be curtailed/ terminated before completion of a period of one year owing to deficiency in service or substandard quality of manpower deployed by the Selected Service Provider.
4. The Successful Bidder shall submit certificates/ supporting documents duly attested by authorized signatory in support of age, education, professional qualifications of Programmers, Office Assistants, Executive Assistants and Stenographers, to be deployed in NMCG.
5. The bid shall be valid for a period of not less than ninety (90) days from the last date of submission of the bid, being further extended if required so by NMCG.
6. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
7. Bids will be assessed based on the information submitted by Bidders. However, if needed, NMCG reserves the right to seek further clarification from Bidders. Manpower will have to be supplied by the Successful Bidder within seven (07) days of issue of Letter of Award (LoA) or as communicated by NMCG. The Successful Bidder will be required to execute the Contract Agreement for Services as per Terms & Conditions of this document within fifteen (15) days from the date of letter of award or as communicated by NMCG.
8. The Bid should be submitted in two sealed envelopes as indicated below:
 - 8.1. The first sealed cover should be superscribed "Technical Bid" and should contain
 - i. Letter for Bid Submission
 - ii. The Profile of Bidder as per Annexure-II (a) duly filled in.

- iii. Experience details as per Annexure II (b) fully filled in.
 - iv. Affidavit as per Annexure III
 - v. Security Deposit as prescribed in the bid document.
 - vi. A signed copy of the RFP alongwith terms and Conditions (all pages)
 - vii. Other relevant documents (Refer Checklist of documents).
- 8.2. The second sealed envelope superscribed “Price Bid” should only contain quote for percentage of commission at which manpower will be provided, as per format at Annexure-IV.
- 8.3. Both the sealed envelopes should be placed in the outer sealed envelope superscribed “**Engagement of Manpower Service Provider for Supply of Manpower for Programmers, Office Assistants/ Data Entry Operators, Executive Assistants and Stenographers**” and should be submitted to OSD (Procurement), NMCG, Office of NMCG, 1st Floor, Major Dhyan Chand National Stadium, India Gate New Delhi-110002 by 12:30 PM on or before 09th January, 2017 upto 12:30 PM.
9. Bids received after the due date and time will be summarily rejected.
10. The various crucial dates relating to bid are cited as under :
- (a) Date of issue of Bid Document: December 23, 2016
 - (b) Last date and time for submission of Bids: January 09, 2017
 - (c) Date and time for opening of
 - (i) Technical Bid : 9th January’ 2017 at 03:00 PM
 - (ii) Price Bid : shall be communicated at a later stage
- Authorized representatives of the Bidders for this RFP may choose to attend the opening of the Technical Proposals, which will be opened in the Office of NMCG at 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002.
11. The Price Bid of only those Bidders will be opened whose Technical bid are found to be qualified as in terms of this Bid document. The scheduled time and venue of Price Bid opening will be communicated to only those Bidders whose Technical bids are found to be qualified in terms of this Bid document.
12. NMCG reserves the rights to modify, expand, restrict, scrap, re-float the bid without assigning any reasons.
13. Incase of any query, Bidder may contact the Office of NMCG on any working day (Monday to Friday, 9:30 AM to 6:00 PM) before last date for submission of Bids.
14. **Earnest Money Deposit:**
- 14.1 Each Bid shall be accompanied by an Earnest Money of Rupees One lakh thirty thousand (Rs.1,30,000/-) only in the form of a Demand draft of Scheduled Bank in favour of **National Mission for Clean Ganga, payable at New Delhi**. Bids not accompanied by earnest money shall be summarily rejected. The Earnest Money shall be without interest.

14.2 The earnest money shall be liable to be forfeited if the Bidder after submitting his Bid modifies his offer and or the terms & conditions thereof in any manner, even if NMCG has not suffered any loss during the validity period of this Bid. The earnest money shall also be liable to be forfeited in the event of bidder failing to furnish the requisite Security Deposit for the Contract by the due date without prejudice to any other rights and remedies of the NMCG under contract. The Earnest Money will be returned to all unsuccessful bidders without interest as soon as practical, after finalisation of bidding process and the successful bidder having furnished a Security Deposit.

15. **Security Deposit:**

15.1 The Successful Bidder shall furnish within a week of issue of LoA to such Bidder, a Security Deposit of Rs. Six Lakhs Only (Rs. 6,00,000/-) in favour of National Mission for Clean Ganga

15.2 The Security Deposit shall be deposited in favour of the National Mission for Clean Ganga in the form of Demand Draft/ Fixed Deposit/ Bank Guarantee in favour of National Mission for Clean Ganga, New Delhi.

15.3 The Security Deposit furnished by the Bidder shall be subject to the terms & conditions given in this Bid and the NMCG shall not be liable for payment of any interest on the Security Deposit. If the Successful Bidder had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Bid and a fresh Security Deposit will be required to be furnished.

16. **Eligibility Criteria for the Bidders:**

16.1 The Bidders must meet following eligibility criteria:

- (a) The Bidder shall be an Indian Proprietary firm, Partnership firm or Company registered under respective act(s).
- (b) The Registered Office or the Branch Office of the Manpower Service Provider should be located either in Delhi or in National Capital Region (NCR) of Delhi.
- (c) The Bidder should have executed at least three contracts of providing manpower services to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last three financial years. The experience certificates indicating date of award of contract and date of completion of contract obtained from the Ministries/ Departments of Center or State/ PSUs/ Autonomous Bodies should be provided to support the claim of experience.
- (d) The Bidder should have its own bank account.
- (e) The Bidder should be duly registered with the Service Tax/ Relevant Authorities and having valid labour license under Contract Labour (Regulation & Abolition) Act, 1970.
- (f) The minimum average turnover of the Service Provider should be Rs. Fifty (50) lakhs in last three financial years i.e. FY 2013-14, 2014-15 and 2015-16. The annual turnover certificate of the last three financial years should be certified by the

statutory auditor or an independent Chartered Accountant shall be provided. Last three (3) financial years audited financial statements from statutory auditor or an independent chartered accountant should be enclosed.

- (g) The bidding entity should be a profit making one in the preceding three financial years i.e. FY 2013-14, 2014-15 and 2015-16.

The Bidder should submit an Affidavit stating that the firm has not been black-listed by any government department/public sector companies/public sector banks/ government autonomous organizations and there has no litigation with any government department on account of similar services as per format given in Annex III.

16.2 Bid documents not fulfilling these of requirements will be rejected.

17. Evaluation of Technical Bids

The Technical Bids will be evaluated based on following criteria. The marks allocation for the technical evaluation shall be assigned as under:

S.No.	Criteria	Maximum Marks
1	Total Experience in providing manpower services – 2 marks per year of such experience	20
2	Total experience in providing manpower services to government departments, public sector companies, public sector banks and government autonomous organizations: <i>(While calculating such experience, more than one similar contract given to a firm in one work order during a particular year or more than one year will be reckoned as one experience only)</i> i. 5 marks for each contract of value not less than Rs. 50 lakh; ii. 4 marks for each contract of value not less than Rs. 35 lakh; iii. 2 marks for each contract of value not less than Rs. 20 lakh	40
3	Turnover of the bidding entity - 2 marks for each additional turnover for Rs. ten (10) lakhs beyond minimum turnover of Rs. Fifty (50) lakhs.	20
4	Financial status (Profit or loss of the firm during the last three financial years) - 2 marks for each year if there was profit as per the audited accounts	10
	Total Marks	100

The minimum Technical Score required to pass is 60

18. The Price Bids of the Manpower Service Providers who have obtained minimum Technical Score shall only be opened.

19. Evaluation of Price Bids

- 19.1. NMCG has mentioned salary for each of the position as given in Annexure IV. Accordingly, Bidders are required to quote commission in terms of **percentage on the Total Amount Only**. This percentage shall be applicable on each category of personnel.
- 19.2. The format for providing Price Bid is enclosed as Annexure IV.
- 19.3. The contract will be awarded on Least Cost Selection basis. NMCG will select the Bidder with the Most Advantageous Bid, which is the Bid with the lowest evaluated price among those bids that achieved the minimum qualifying Technical Score.
- 19.4. Service Tax at applicable rates will be paid extra.
20. The deployed personnel can also be deployed on Saturdays, Sundays and or holidays and in such case, a weekly rest will be given on any working day of the following week.
21. Payment will be made on the basis of actual manpower deployed and requirement can be varied at the discretion of NMCG. The Bidder shall provide additional manpower services, if required, on the same terms and conditions.
22. Any savings by the Manpower Service Provider, for any reason whatsoever shall accrue to NMCG.
23. The Bidders shall submit the complete set of documents with their signature on all pages of the document.

TERMS & CONDITIONS

1. Definitions

- 1.1. The terms "Contract" shall mean and include the invitation to bid incorporating also the instruction to Bidder, the Bid, its Annexures, Appendixes, Schedules, Acceptance of Bid and such General and Special conditions as may be added to it. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
- 1.2. Manpower Service Provider shall mean such firm or company, selected under this Bid and undertaking the work of providing manpower at the level of Programmers, Office Assistants, Executive Assistants and Stenographers, as per Bid document and conditions of this contract.
- 1.3. The time period means period specified in the Bid document for entire execution of contracted works for a period of one(1) year from the date of issue of Letter of Award or as communicated by the NMCG.
- 1.4. The NMCG as used in the Bid document shall mean the National Mission for Clean Ganga.

2. Parties to the Contract

- 2.1. The parties to the contract are the selected Manpower Service Provider (hereinafter referred to as "Service Provider") and National Mission for Clean Ganga (hereinafter referred to as NMCG), represented by the Director General and, or any other person authorized to act on behalf of the NMCG.
- 2.2. The person signing the Bid or any other document (s) forming part of the Bid on behalf of any other person or a firm shall be deemed to warrant that he has authority to bind the firm in matter pertaining to the Contract, if, on enquiry, it is found that the person concerned has no such authority Director General, NMCG may without prejudice to other civil, criminal remedies, terminate the contract and hold the signatory liable for all cost and damages.

3. Subletting

The Service Provider shall not sublet transfer or assign this contract or any part thereof without the prior written consent/approval of the NMCG. In the event of the Service Provider contravening this condition, the NMCG shall be entitled to terminate the Contract and to get the balance work or services under the contract executed at the risk and cost of the Service Provider and the Service Provider shall be liable for any loss or damage which the NMCG may sustain in consequence or arising out of such replacing of the Contract.

4. Liability For Personnel

- 4.1 All persons deployed by Service Provider in NMCG office shall be its own employees in all respects and the responsibilities/obligations under Contract Labour (Regulation & Abolition) Act 1970, the Indian Factory Act the Workmen compensation Act, Employees Provident Fund Act and under minimum wages Act and various other statutory enactments shall be that of the Service Provider.
- 4.2 The Service Provider shall indemnify the NMCG against all the claims whatsoever in respect of the said personnel and workmen compensation act, EPF Act, ESI Act, or any other statutory/Provisions or otherwise in respect of any damage, penalty, compensation, interest, fines payable in consequence of any accident or injury sustained by any worker of the Bidder. The Service Provider shall also submit proof regarding same for deployed personnel in NMCG.
- 4.3 The Service Provider shall also make available such returns/records for inspection by the NMCG authorized person. The Service Provider shall maintain necessary record and registers like wages book and wages slip, etc.

5. Period Of Contract

The contract shall remain in force for all purpose for a period of one year extendable on agreed mutual terms and conditions for further period of one or more year, with a provision for yearly increment of 10% on price bid (i.e commission) quoted by the Service Provider. However, NMCG reserves right to terminate the Contract at any time without assigning any reason there of by giving thirty days notice in writing to the Service Provider(s) at their last known place of residence/business and the Service Providers shall not be entitled to any compensation by reason of such termination. The action of NMCG under this clause shall be final conclusive and binding on the Service Providers and shall not be called in question.

6. Security Deposit:

- 6.1. The Service Provider shall furnish within seven (7) days from the issue of Letter of Award, Security Deposit as prescribed in the notice inviting tender failing which the Contract shall be liable to cancellation at the risk and cost of the Manpower Service Provider and the EMD will be forfeited and subject to such other remedies, as may be available to Director General, NMCG under the terms of the Contract.
- 6.2. The Security will be refunded to the Service Provider without interest on due and satisfactory performance of the services and on completion of all obligations by the Contractor(s) under the terms of the Contract and on submission of a "No Demand Certificate" subject to such deduction from the security, as may be necessary for making the NMCG claims against the Contract.
- 6.3. In the event of termination of the Contract, Director General, NMCG shall have the right to forfeit the entire or part of the amount of Security Deposit submitted by the Service Provider or to appropriate the security satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or cost that may be suffered or incurred by the NMCG.

7. Summary Termination

- 7.1 In the event of the Service Providers having been adjudged insolvent or goes into liquidation or winding up their business of making arrangements with their creditors or failing to observe any of the provisions of this Contract or any of the terms and conditions governing the Contract, NMCG shall be at liberty to terminate the Contract forthwith without prejudice to any other rights or remedies under the Contract and to get the work done for the unexpired period of the Contract at risk and cost of the Service Provider and to claim from the Service Provider any resultant loss sustained or cost incurred.
- 7.2 In the event of the Service Provider going into Liquidation or becoming embroiled in internal dispute between partners/director or between management and its employees, the payment shall be withheld till such dispute is resolved.
- 7.3 NMCG shall also have without prejudice to other rights and remedies, the right in the event of breach by the Service Provider of any of the terms and conditions of the Contract to terminate the Contract forthwith and to get the work done for the unexpired period of the Contract at the risk and cost of the Service Provider and/or forfeit the Security Deposit or any part thereof for the sum or sums due for any damages, loses, charges, expenses or costs that may be suffered or incurred by the NMCG due to the Service Provider's negligence or un workmen like performance of any of the service of the services under the Contract.

8. Law governing the Contract/ Dispute Resolution

- 8.1. The Contract will be governed by the Laws of India, for time being in force as amended from time to time.
- 8.2. All disputes or differences of any kind whatsoever that may arise between the Service Provider and NMCG in connection with or arising out of the Contract or subject

matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of Contract shall be settled as under:

8.3. Mutual Settlement

All such disputes or differences shall in the first place be referred to the NMCG in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

8.4. Arbitration

In case of any dispute the matter shall be decided by sole arbitration of Director General, NMCG shall be the sole arbitrator and the said order shall be final and binding on both parties to the agreement. The arbitration will be governed by the latest Arbitration Act as applicable. No objection shall be raised by the Service Provider that the appointed arbitrator has been associated with NMCG or has been associated with the work at any stage.

8.5. Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be Delhi only.

9. Obligations of the Service Provider:

- 9.1. The Service Provider shall, if and when so requested by NMCG, will provide the outsourced manpower at the premises of NMCG, as may be required by NMCG, at the agreed monthly salary. Number of outsourced personnel and Scope of Services is given at Annexure V of the Bid document.
- 9.2. It shall be the responsibility of the Service Provider to verify the qualification and experience of the outsourced manpower. Candidates will be liable for performing the defined functions by NMCG and NMCG reserves the rights to verify and check the credentials and qualification of the outsourced manpower. If during the course of engagement of any outsourced personnel, it comes to notice of NMCG that he/she has misrepresented the fact about his/her. Qualification/experience, the Service Provider will have to terminate the service of such staff immediately and shall provide suitable replacement within five (05) days time.
- 9.3. If the performance of the outsourced personnel is unsatisfactory, NMCG shall give a notice of fifteen (15) days to the Service Provider to take necessary action to improve the performance of outsourced personnel and the performance does not improve even after fifteen (15) days of such communication, the Service Provider shall provide a replacement acceptable to NMCG within five (05) days time.
- 9.4. The Service Provider shall make actual disbursement of salary to the outsourced Person in various categories as agreed with NMCG and in no circumstances the actual disbursement shall be less than the agreed amount.
- 9.5. The Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are upto the performance standards required by NMCG.

- 9.6. The Service Provider would comply with the statutory requirements; rules and regulations applicable to outsourced persons engaged by NMCG and shall obtain all necessary registrations, licenses, approvals and sanctions under the laws applicable. The Service Provider shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970 and the Rules as amended upto date and shall comply with all terms and conditions thereof strictly, and shall keep such license duly validated and/or renewed from time to time throughout the currency of this Contract.
- 9.7. The Service Provider provides adequate cover to the outsourced persons for death, disability, sickness etc. NMCG shall not be liable to pay or bear any premium / compensation at any stage in respect of Insurance made by Service Provider to cover the risk (death, disability, sickness) etc. If required, Service Provider shall submit the copies of such policies and their renewal receipts as well as documentary evidence of payment of premiums to NMCG and shall act all times to keep the requisite policies validated.
- 9.8. The Service Provider should provide a copy of the Contract Agreement entered between him and the outsourced personnel. The copy of receipt of payment, alongwith attendance sheet, should be submitted by the Service Provider while claiming the amount for each month.
- 9.9. No relationship of employer and employee shall be entertained between the NMCG and the outsourced personnel engaged by the Service Provider. The Service Provider shall ensure that all persons employed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 9.10. The Service Provider alone shall have the right to take disciplinary action against any person(s) engaged/employed by them; while no right whatsoever shall vest in any such person(s) to raise any dispute and/or claim whatsoever against the NMCG. The NMCG shall, under no circumstances be deemed or treated as the employer in respect of any person(s) engaged/employed by the Service Provider for any purpose whatsoever nor would the NMCG be liable for any claim(s) whatsoever of any person(s) of the Service Provider and Service Provider shall keep NMCG totally and completely indemnified against any such claim(s).
- 9.11. The Service Provider shall maintain all registers required under various Acts, which may be inspected by the NMCG as well as the appropriate authorities at any time.
- 9.12. The attendance rolls for the personnel deployed by the Service Provider at the premises of NMCG shall be provided by the Service Provider and it shall be monitored by the Service Provider. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified by the designated officer of NMCG.
- 9.13. Notwithstanding anything herein contained, the Service Provider will be liable to adequately compensate NMCG for any loss or damage occasioned by any act, omission or lapse on the part of the Manpower Service Provider or of any persons deployed by it pursuant to the Contract.

- 9.14. The Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of NMCG.
- 9.15. The engagement of outsourced person shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them in NMCG that such deputed do not have any claim whatsoever for any regular employment in NMCG. Any outsourced personnel deputed in NMCG can be removed any time by giving notice to the Service Provider and the staff in the circumstances provided herein above. The Service Provider will have to provide suitable replacement acceptable to NMCG within 05 days time.
- 9.16. The outsourced person shall at all-time maintain absolute integrity and devotion to duty and conduct himself/herself in a manner conducive to the best interests, credits and prestige of NMCG.
- 9.17. In case the outsourced personnel deployed by the Service Provider is found to be suffering from any disease which renders him unsuitable for the job he should be immediately replaced.
- 9.18. If the Service Provider fails to comply with the statutory/ legal requirement, as stipulated in the terms & conditions of the bidding document within two months from the award of Contract, the Contract is liable to be terminated with one month's notice and Security Deposit be forfeited and in his place, second lowest or third lowest ranking bidder as the case may be called to replace the terminated Service Provider.

10. Records And Accounts

The Service Provider shall keep accurate and systematic records and accounts in respect of the services clearly identifying all charges and expenses. The Client reserves the rights to audit or to nominate an accounting firm to audit the Service Provider's record relating to the amount claimed under this Contract during its term or any extension, and for a period of three months thereafter.

11. Obligations of NMCG

11.1. NMCG will, subject to compliance of this Contract and all statutory requirements and the provision of services to its satisfaction by the Service Provider and subject to deduction of Tax at source under the Income Tax Act, 1961 or any other provision of the law for the time being in force, ensure full and timely payments for the services as provided in this Contract.

11.2. Payments

- 11.2.1. The lump sum amount payable by NMCG to the Service Provider every month shall include subject to adjustments on account of taxes and duties:
- i. The remuneration payable for the outsourced manpower,
 - ii. The commission payable to the Manpower Service Provider,
 - iii. Applicable Service Tax to be reimbursed on actual basis on producing proof of submission.

11.2.2. The aforesaid consideration will be paid by NMCG to the Service Provider within fifteen (15) days against the monthly invoices raised by Service Provider in duplicate at the end of each month. Deduction towards Income Tax as applicable under the Income Tax Act, 1961, shall be made from all payments made to the Manpower Service Provider unless the Service Provider is exempted by Income Tax Authorities and in respect of such deductions necessary certificates of Tax Deduction shall be given;

11.2.3. Income Tax as per rates applicable/amended under the Income Tax Act of work shall be deducted at source.

11.2.4. Service Tax as applicable on gross value of each running account bill shall be paid by NMCG as per prevailing rates as deposited by the service provider. Receipt of which shall be submitted to in NMCG office alongwith the claim as applicable for the month.

12. Force Majeure

War, invasion, revolution, riots, sabotage, strikes, work shut downs imposed by Government, acts of Legislative or other Authorities, act of God, epidemics, fires, earthquakes, floods, explosives and navigation blockages, or any other acts or events whatsoever, which are beyond reasonable control of Service Provider and which shall directly or indirectly prevent completion of the project within the time specified in the agreement, will be considered Force Majeure. Service Provider shall be granted necessary extension of completion date to cover the delay caused by Force Majeure without any financial repercussions.

13. Termination Of Contract

13.1. In case the services of the Service Provider are not found satisfactory, or there is a breach of any of the terms & conditions of the contract and/or fails/neglects to carry out any instruction issued to it by NMCG from time to time the same can be terminated by NMCG on giving of a notice of one month. In case of unsatisfactory performance of the Contract, a warning letter will be issued to the Service Provider. In case corrective action is not taken within 48 hours of issuing such letter, NMCG shall have the right to terminate the agreement without any further notice. Unsatisfactory service in this case shall include among others frequent absence or poor attendance of executive staff, inability to provide replacement, discourteous behavior, indiscipline in the premises (which includes taking alcohol, using foul language, getting involved in objectionable activities, etc.) or any other non-compliance of the provisions of the Agreement.

13.2. The Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Service Provider, such action should be taken only with approval of NMCG.

14. Indemnity

14.1. That the Service Provider shall keep the NMCG indemnified against all claims whatsoever in respect of the Personnel deployed by the Service Provider. In case any personnel of the Service Provider engaged by him enters in dispute of any nature whatsoever, it shall be the primary responsibility of the Service Provider to

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contest/defend the same. In case NMCG is made party in such a dispute and required to contest the case, the Service Provider shall bear all the expenses incurred by the NMCG or be reimbursed to the NMCG for the actual expenses incurred towards litigation including Counsel fee and other expenses which shall be payable in advance by the Service Provider to NMCG on demand. Further, the Service Provider shall ensure that no financial or any other liability comes on NMCG in this respect of any nature whatsoever and shall keep NMCG indemnified in this respect.

- 14.2. The Service Provider shall further keep the NMCG indemnified against any loss to the NMCG, which may be caused to property and assets due to negligence/omission or any such act of Service Provider or Personnel deployed by him. The NMCG shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to and payable to the Contractor under this contract.

15. Penalty

In case of any breaches in service, the service provider shall be liable to pay a Penalty for an amount of Rs. 500 to Rs.1000 per day depending on the nature of unsatisfactory service. This amount will be deducted from the due amount including following conditions:

- a. Absence of staff;
- b. Any undisciplined behavior by the staff;
- c. Discourteous behavior towards any officer or staff of NMCG;
- d. Not carrying out the duties listed in the Scope of Services in a satisfactory manner;
- e. Damage or stealing of any asset or property of NMCG or officers and staff of NMCG

Letter for Bid Submission

To,

Director General,
National Mission for Clean Ganga
1st floor, Major Dhyan Chand National Stadium
India Gate,
New Delhi-110002

Name of Work: Engagement of Manpower Service Provider for outsourcing of Programmers, Office Assistants/Data Entry Operators, Executive Assistants and Stenographers in NMCG's office at New Delhi.

Ref.: RFP No. HR-01/2016-17/126/NMCG

I/ We, the undersigned, offer to provide manpower services for outsourcing of Programmer, Office Assistants/ Data Entry Operators, Executive Assistants and Stenographers in National Mission for Clean Ganga. We are hereby submitting our Bid, which includes this Technical Bid and a Price Bid sealed in separate envelopes.

We, hereby declare that:

- (a) We have read carefully the various conditions of Bidding document attached hereto and hereby agree to abide by the said conditions.
- (b) We agree to keep this Bid valid for acceptance for a period of ninety (90) days from the due date for submitting the Bid.
- (c) We also agree to abide by the conditions of the Bid Document and Terms and Conditions of the Contract as lay down by the NMCG.
- (d) Until a formal agreement is prepared and executed, acceptance of this Bidding document shall constitute a binding contract between NMCG and us subject to the modifications, as may be mutually agreed to, between NMCG and us.

We understand that the NMCG is not bound to accept any Proposal that the NMCG receives.

Yours faithfully,

Authorized Signatory
(with Name, designation, Contact no. and Seal)

Profile of Bidder

S. No.	Particulars	Details		
1	Name of Manpower Service Provider			
2	Date of Registration/Incorporation			
3	Number of employees as on March 31'2016			
4	Detailed office address of the Agency with Office Telephone Number, Fax Number, Mobile Number and E-mail along with name of the contact person			
5	Status of applicant (proprietorship firm/ partnership firm/private limited/society/ (attach documentary evidence)			
6	Types of the manpower provided and their number			
7	Banker of the service provider			
8	PAN/TAN/GIR No (Attach attested copy)			
9	Registration under the Contract Labor Act.1970 (Copy of certificates of registration to be enclosed)			
10	Labor License Number (copy to be enclosed)			
11	Service Tax Registration No. (copy to be enclosed)			
12	EPF Registration Number (copy to be enclosed)			
13	ESI Registration Number (copy to be enclosed)			
14	Details of number of years experience in the field			
15	Name of the government departments, public sector companies, public sector banks and government autonomous organizations, and details of contact person to whom manpower was provided.			
16	Type of Manpower provided			
17	List of other Clients			
18	Annual turnover of last three financial years	2013-14	2014-15	2015-16

Experience Details

Give details of such contracts undertaken by Manpower Service Provider in the following format:

Sl. No.	Name of Client, address, Contact Person Telephone & Email ID/ Fax No	Manpower Service Provided		Duration of Contract		Contract Value
		Type of manpower provided	No.	From	To	
1						
2						
3						
...						
...						

Service Provider must attach copies of Work Orders / Contracts/ LoAs/ Experience Certificates etc. as proof for each contract.

Annexure III

Performa for Affidavit (on non-judicial stamp paper of Rs. 100/-)

I _____ Proprietor/Director/Partner of the firm M/s._____ do hereby solemnly affirm that the firm M/s._____ has never been black listed/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Bid.

Signature of the Authorized Signatory

Name

Designation

Name of the Bidding Entity

PRICE BID

To,

Director General,
National Mission for Clean Ganga
1st floor, Major Dhyan Chand National Stadium
India Gate,
New Delhi-110002

Subject: Price Bid for engagement of Manpower Service Provider for outsourcing of Programmers, Office Assistants/Data Entry Operators, Executive Assistants and Stenographers in NMCG's offices at New Delhi.

Sir,

With reference to RFP dated____ on the subject mentioned above, I/ We quote following Bid Price:

S. No.	Category	Numbers	Months	Consolidated wages per month	Total Amount
1.	Senior Programmer	1	12	32,000	3,84,000
2.	Programmer	1	12	25,000	3,00,000
3.	Office Assistants/ DEOs	10	12	18,000	21,60,000
4.	Executive Assistant	10	12	22,000	26,40,000
5.	Stenographer	5	12	20,000	12,00,000
Total Amount					66,84,000
Percentage of Commission (in digits)					_____%
Percentage of Commission (in words)					_____

- 2 I/We accept all the terms and conditions of your Bidding document referred to above.
- 3 I/ We understand you are not bound to accept any proposal you receive.

Yours faithfully,

Authorized Signatory
(with Name, designation, Contact no. and Seal of the Bidding Entity)

SCOPE OF SERVICES

Qualification and Experience of the Manpower

S.No.	Position	Qualification and Experience
1	Sr. Programmer	B. Tech with 4 years' experience in programming and software development.
2	Programmer	B. Tech with 2 years' experience in programming and software development.
3	Office Assistants/ DEOs	Graduate in any discipline with 1 year experience in office work. Knowledge of MS Office is must.
4	Executive Assistants	Graduate with 3 years' experience in office work. Knowledge of MS Office is must.
5	Stenographer	Graduate with 3 years of experience in Stenography. Knowledge of Shorthand (in both, Hindi and English) and computer is essential.

Scope of Work

1. Sr. Programmer: To assist in design and development of different IT applications as per the requirements of NMCG.
2. Programmer: To assist in design and development of different IT applications as per the requirements of NMCG.
3. Office Assistants/ DEOs: Responsible for assistance to Officers of NMCG
4. Executive Assistant: Responsible for assistance to Heads/ Directors of NMCG.
5. Stenographer: Responsible for assistance to Executive Directors of NMCG.

CHECK LIST OF DOCUMENTS.

1. All pages of Bid document duly stamped & signed by authorized signatory;
2. Letter for Bid submission as per Annexure I;
3. Demand Draft for Earnest Money Deposit
4. Copy of Registration of Firm;
5. Copy of Registration certificate of EPF, ESI, Service Tax
6. Copy of Labour License
7. Copy of PAN/ TAN Card
8. Last 3 years audited financial statements certified by the statutory auditor or an independent Chartered Accountant
9. Details of Bidder and Experience Details (alongwith supporting documents) as per Annexure II(a) and II (b) respectively.
10. Affidavit as per Annexure III
11. Price Bid as per Annexure IV