

**Tender for Engagement of Manpower Service Provider for Outsourcing of “Housekeeping Staff, Office Attendants, Electrician, AC Technician and Plumber-cum-Carpenter”**

Tender No. HR-01/2017-18/264/ NMCG

**NATIONAL MISSION FOR CLEAN GANGA**

(Ministry of Water Resources, River Development & Ganga Rejuvenation)

Government of India

1<sup>st</sup> Floor, Major Dhyan Chand National Stadium,

India Gate, New Delhi- 110002

Issued on 4<sup>th</sup> October, 2017

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

1. National Mission for Clean Ganga (NMCG) 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. Director General, NMCG for and on behalf of NMCG invites bids from reputed, well established and financially sound entities for Manpower Service Providers for deployment of manpower for the office of NMCG at New Delhi.
2. NMCG invites sealed Bids under two envelope system from interested entities for providing manpower in the category of Housekeeping Staff, Office Attendants, Electricians, AC Technician and Plumber-cum-Carpenter on contract basis for a period of one (1) year, which may be further extended subject to satisfactory performance and mutually agreed terms and conditions. The Manpower Service Provider should have experience in providing manpower to various government departments, public sector companies, public sector banks, government autonomous organizations, private limited companies as in terms and conditions of this tender.
3. The interested bidders should submit their bids to Procurement Wing, National Mission for Clean Ganga (NMCG), 1<sup>st</sup> Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 on or before October 24, 2017 12:00 P.M (Bid Due Date). The Bids shall not be accepted beyond the Bid Due Date under any circumstances.
4. Earnest Money Deposit (EMD) for the purpose of bid security equal to Rs.2,50,000/- (Rupees Two Lakh and Fifty thousand only) in the form of Demand Draft in favour of the National Mission for Clean Ganga, New Delhi must be accompanied with the Bid.
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 deployment of the following category and number of manpower to work for NMCG:-

Sl. No.	Position Requirement	Number of Personnel *	Category
1.	Housekeeping Staff	4	Semi-Skilled
2.	Office Attendants	26	Semi-Skilled
3.	Electrician	2	Skilled
4.	AC Technician	1	Skilled
5.	Plumber-cum-Carpenter	1	Skilled
	<b>Total No. of Personnel</b>	<b>34</b>	

*\* The number of personnel may vary as per requirements of NMCG. In case of reduction, two months advance notice shall be provided.*

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 initially for a period of one (1) year from the date of signing of the contract; which may be further extended subject to satisfactory performance on mutually agreed terms and conditions. The monthly remuneration shall vary as per changes in minimum wages fixed by Government of NCT of Delhi from time to time. If the contract is extended the number of person required may or may not be same.
4. The Successful Bidder shall submit certificates/ supporting documents duly attested by authorized signatory in support of age, education, professional qualifications, identity and address proof and police verification report of the manpower 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/offers will be summarily rejected.
7. **Bids containing unrealistic rates, including irrationally low rates, shall be liable for rejection on grounds of unrealistic bid as decided by the Tender Evaluation Committee/ Competent Authority. No discussions will be entertained on this ground.**
8. Bids will be assessed based on the information submitted by Bidders. However, if needed, NMCG reserves the right to seek further clarification/documents from Bidders (individually or collectively) with regard to this tender.
9. 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 a Contract Agreement for Services as per Terms & Conditions of this document within twenty five (25) days from the date of letter of award or as communicated by NMCG.
10. The Bid should be submitted in two sealed envelopes as indicated below:
  - 10.1. The first sealed cover should be superscribed **“Technical Bid”** and should contain
    - (i) Letter for Bid Submission as per Annexure-I
    - (ii) The Profile of Bidder as per Annexure-II(a) duly filled in.

- (iii) Experience details as per Annexure II (b) duly filled in.
  - (iv) Affidavit as per Annexure III
  - (v) Security Deposit as prescribed in the bid document.
  - (vi) Other relevant documents (Refer Checklist of documents).
- 10.2. The second sealed envelope superscribed **“Price Bid”** should contain quote for Service/ Agency Charge in percentage (%) at which manpower will be provided, as per format at Annexure-IV (b).
- 10.3. Both the sealed envelopes should be placed in an outer sealed envelope superscribed **“Engagement of Manpower Service Provider for Supply of Manpower for Housekeeping Staff, Office Attendants, Electrician, AC Technician and Plumber-cum-Carpenter”** and should be submitted to Procurement Wing, NMCG, Office of NMCG, 1<sup>st</sup> Floor, Major Dhyan Chand National Stadium, India Gate New Delhi-110002 by 12:00 PM on or before October 4, 2017 (“Bid Due Date”).
11. Bids received after the due date and time will be summarily rejected.
12. The various crucial dates relating to bid are cited as under :
- (a) Date of issue of Bid Document: October 4, 2017
  - (b) Last date and time for submission of Bids: October 24, 2017; 12:00 PM.
  - (c) Date and time for opening of
    - (i) Technical Bid : October 24, 2017 at 12:30 PM.
    - (ii) Price Bid : shall be communicated at a later stage.
- Authorized representatives of the Bidders may choose to attend the opening of the Technical Proposals, which will be opened in the Office of NMCG at 1<sup>st</sup> Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002.
13. 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.
14. NMCG reserves the rights to modify, expand, restrict, scrap, re-issue the bid without assigning any reasons.
15. In case of any query, Bidder may contact the office of NMCG on any working day (Monday to Friday, 9:30 AM to 6:00 PM) upto one week before last date for submission of Bids.

**16. Earnest Money Deposit:**

- 16.1 Each Bid shall be accompanied by an Earnest Money of Rs.2,50,000/- (Rupees Two Lakh and Fifty Thousand only) in the form of a Demand Draft issued from nationalized bank/Scheduled Bank/commercial bank in favour of **National Mission for Clean Ganga, payable at New Delhi**. Any Bid, except for such Bidders registered with micro and small enterprises (MSE) as defined in MSE policy issued by Department of MSME or registered with Central Purchase Organization or the Ministry of Water Resources, River Development & Ganga Rejuvenation, not accompanied by earnest money shall be summarily rejected.

16.2 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 at the earliest, after finalization of bidding process.

**17. Security Deposit:**

- 17.1. The Successful Bidder shall furnish within 15 days from the date of issue of LoA, a Security Deposit of Rs.6,00,000/- (Rupees Six Lakhs Only), valid for a period of 60 days beyond the date of completion of all contractual obligations, in favor of National Mission for Clean Ganga.
- 17.2. The Security Deposit shall be deposited in favor of National Mission for Clean Ganga in the form of Bank Guarantee payable at New Delhi.
- 17.3. 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.

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

- 18.1. The Bidders must meet following eligibility criteria:
  - (a) The Bidder shall be an Indian Proprietary firm or Partnership firm or Limited Liability Partnership (LLP) or Company registered under respective act(s) of India.
  - (b) The bidding in joint venture, consortium, sub-consultant or sub-contracting shall not be allowed.
  - (c) The bidder should be an established and experiences entity in providing manpower services for a last 3 years.
  - (d) 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.
  - (e) The Bidder should have completed at least three contracts of providing manpower services of similar nature as mentioned in this tender document of value more than ten(10) lakhs each 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. The completed contract(s) for the purpose of this tender shall mean such contracts of providing manpower services of similar nature which has been completed as on 31<sup>st</sup> March, 2017 in terms of the terms and conditions of the contract claimed as experience.
  - (f) The similar nature means supply of manpower for Housekeeping Staff, Office Attendants, Electrician, AC Technician, Plumber-cum-Carpenter etc. but the bidders must have experience in providing supplying manpower for office attendants/assistants.

- (g) The Bidder should have its own bank account.
- (h) The Bidder should be duly registered with the GST and other such relevant authorities as applicable to this tender. The Bidder should have valid labour license under Contract Labour (Regulation & Abolition) Act, 1970 and other such licenses, registrations, permits etc. under other such relevant acts, rules, regulations etc. as applicable to this contract as applicable in India.
- (i) The Bidder should have minimum average turnover of Rs.40lakhs in last three financial years i.e. FY 2014-15, 2015-16 and 2016-17. Copies of audited financial statements (balance Sheet and profit and loss account only) for the above mentioned years should be submitted.
- (j) The Bidder should be a profit making company in each of the last three financial years i.e. FY 2014-15, 2015-16 and 2016-17.

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.

18.2. Bid documents not fulfilling these requirements will be rejected.

#### 19. 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:

Sl. No.	Criteria	Maximum Marks
A.	Total Experience in providing similar manpower services – 2 marks per year of such experience beyond minimum three years of experience	10
B.	Total Experience in providing manpower services to the government departments, public sector companies, public sector banks and government autonomous organizations/bodies–(completed contract) i. 10 marks for each contract of value not less than Rs. 35 lakh; ii. 7 marks for each contract of value not less than Rs. 20 lakh; iii. 5 marks for each contract of value not less than Rs. 10 lakh No marks shall be given for less than three completed contracts.	50
C.	Turnover of the bidding entity : i. Minimum Turnover of Rs. Forty (40 n.) lakhs –10 marks ii. For each additional turnover of Rs. Ten (10) lakhs – 2 marks	28
D.	Financial status (Net Profit of the Bidder) - 4 marks for each year if there was profit as per the audited accounts.	12
	<b>Total Technical Marks</b>	<b>100</b>

**The minimum technical Score required to pass is 60**

20. The Price Bids of the Manpower Service Providers who have obtained minimum technical Score of 60 marks shall only be opened.

## **21. Evaluation of Price Bids**

- 21.1. NMCG has mentioned the elements of cost payable in Annexure IV (b). Accordingly, prospective bidders are required to quote their service/agency charge in percentage (%), on the basis of which the success of bids will be decided. The Service/Agency Charges would be determined on the basis of minimum wages from time to time, EPF, ESI and Bonus as per prevailing rules. The quoted percentage shall be applicable on each category of personnel.
  - 21.2. The format for providing Price Bid is enclosed as Annexure IV (b).
  - 21.3. 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 percentage of service/agency charge quoted among those bids that achieved the minimum qualifying Technical Score. The successful bidder has to enter into an agreement with NMCG.
  - 21.4. GST at applicable rates will be paid extra.
22. The deployed personnel can also be deployed on Sundays and or holidays and in all such cases, the Manpower Service Provider shall have to provide the weekly rest to the personnel deployed in NMCG on any day of the following week.
  23. Payment will be made on the basis of actual manpower deployed and requirement can vary at the discretion of NMCG. The Bidder shall provide additional manpower services, if required, on the same terms and conditions.
  24. Any savings by the Manpower Service Provider, for any reason whatsoever shall accrue to NMCG.
  25. The Bidders shall submit the complete set of documents with their signature on all pages of the document.

## **CONTRACT TERMS & CONDITIONS**

### **1. Definitions**

- 1.1. The term "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 as per Bid document and conditions of this contract.
- 1.3. The "Contract 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 whichever is later.
- 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 "Manpower 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 Manpower 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 Manpower 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 Manpower Service Provider and the Manpower 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 Manpower 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 Manpower Service Provider.
- 4.2 The bidder should clearly keep its manpower advised that the latter shall be, employees of the Agency alone and they shall have no "employer-employee" relationship with NMCG. An undertaking as per prescribed format to this effect will be signed by the person deployed.
- 4.3 The Manpower 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 Manpower Service Provider shall also submit proof regarding same for deployed personnel in NMCG.
- 4.4 The Manpower Service Provider shall also make available such returns/records for inspection by the NMCG authorized person. The Manpower Service Provider shall maintain necessary record and registers like wages book and wages slip, etc.

## **5. Contract Period**

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(s) of one or more year. 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 Manpower Service Provider(s) at their last known place of residence/business and the Manpower 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 Manpower Service Providers and shall not be called in question.

**6. Security Deposit:**

- 6.1. The Manpower Service Provider shall furnish within fifteen (15) days from the issue of Letter of Award, Security Deposit as prescribed in the bidding document 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 Manpower 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 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 Manpower Service Provider or to appropriate the security in part or full to make good the 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 Manpower 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 Manpower Service Provider and to claim from the Manpower Service Provider any resultant loss sustained or cost incurred.
- 7.2 In the event of the Manpower 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 Manpower 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 un-expired period of the Contract at the risk and cost of the Manpower 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 Manpower Service Provider's negligence or

non- performance of any 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 Manpower 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 Manpower 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 Manpower Service Provider:**

9.1. The Manpower Service Provider shall, if and when so requested by NMCG, will provide the outsourced manpower for NMCG, as may be required by NMCG, at the agreed monthly remuneration rate. 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 Manpower 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 Manpower 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 Manpower 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 Manpower Service Provider shall provide a replacement acceptable to NMCG within

five (05) days time.

- 9.4. The Manpower Service Provider shall make disbursement of remuneration online to the bank account of 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 Manpower 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 Manpower 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 Manpower 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 Manpower Service Provider should provide 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 Manpower Service Provider to cover the risk (death, disability, sickness) etc. If required, Manpower 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 Manpower Service Provider should provide a copy of the Contract agreement entered between him and the outsourced personnel. The copy of receipt of payment, along with verified attendance sheet, EPF, ESI, and other statutory charges, GST payment receipts should be submitted by the Manpower Service Provider while claiming the amount due for each month in its monthly bill.
- 9.9. No relationship of employer and employee or principal and agent shall be entertained between the NMCG and the outsourced personnel engaged by the Manpower Service Provider. The Manpower 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 Manpower 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 Manpower Service Provider for any purpose whatsoever nor would the NMCG be liable for any claim(s) whatsoever of any person(s) of the Manpower Service Provider and Manpower Service Provider shall keep NMCG totally and completely indemnified against any such claim(s).
- 9.11. The Manpower 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 personnel deployed by the Manpower Service Provider shall be enrolled in NMCG attendance system Manpower Service Provider and it shall be monitored by the Manpower 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 Manpower 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 Manpower 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 Manpower 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 Manpower Service Provider and the staff in the circumstances provided herein above. The Manpower 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 Manpower 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 Manpower 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 Manpower Service Provider.

## **10. Records And Accounts**

The Manpower 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 Manpower 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 Manpower 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 amount payable by NMCG to the Manpower Service Provider every month shall include subject to adjustments on account of taxes and duties as applicable:

- (i) The wages payable for the outsourced manpower,
- (ii) The Statutory Charges,
- (iii) The Service/Agency Charges payable to the Manpower Service Provider,
- (iv) Applicable Taxes shall be deducted and / or paid on actual basis on producing proof of submission.

11.2.2. The aforesaid consideration will be normally paid by NMCG to the Manpower Service Provider within fifteen (15) days against the monthly invoices raised by Manpower 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 Manpower 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. Goods and Service Tax as applicable on value of each running account bill shall be paid by NMCG as per prevailing rates as deposited by the Manpower Service Provider. Receipt of which shall be submitted to in NMCG office along with 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 Manpower 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. Manpower 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 Manpower 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

Manpower 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 Manpower Service Provider shall not terminate the services of hired staff unilaterally. In case any hired staff is proposed to be replaced/ terminated by the Manpower Service Provider, such action should be taken only with approval of NMCG. All changes in manpower deployed will be with concurrence of NMCG.

#### **14. Indemnity**

- 14.1. That the Manpower Service Provider shall keep the NMCG indemnified against all claims whatsoever in respect of the Personnel deployed by the Manpower Service Provider. In case any personnel of the Manpower Service Provider engaged by him enters in dispute of any nature whatsoever, it shall be the primary responsibility of the Manpower Service Provider to contest/defend the same. In case NMCG is made party in such a dispute and required to contest the case, the Manpower 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 Manpower Service Provider to NMCG on demand. Further, the Manpower 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 Manpower 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 Manpower 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 Manpower 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 in disciplined 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

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

**Subject:-Tender for Engagement of Manpower Service Provider for Outsourcing of  
“Housekeeping Staff, Office Attendants, Electrician, AC Technician and Plumber-cum-  
Carpenter”**

**Reference:** Tender No. :HR-01/2017-18/264/ NMCG

I/ We, the undersigned, offer to provide manpower services for outsourcing of Housekeeping Staff, Office Attendants, Electrician, AC Technician and Plumber-cum-Carpenter 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)

## ANNEXURE II (a)

**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 Bidder with Office Telephone Number, Fax Number, Mobile Number and E-mail along with name of the contact person			
5	Status of the Bidder (proprietorship firm/ partnership firm/private limited/society/ (attach documentary evidence)			
6	Types of the manpower provided and their number			
7	Banker of the Manpower 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) and other relevant laws and acts as applicable for this tender			
10	Labor License Number (copy to be enclosed)			
11	GST 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	2014-15	2015-16	2016-17

**ANNEXURE II (b)****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						
...						

- Copies of supporting documents such as Work Order/contracts/LoAs/completion certificate to be submitted with the bid.
- The bidder shall not submit the entire bid in a proper manner with no loose sheets. The bid document as submitted should be properly bind and pages should be serially numbered.

**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**

**Seal of the Bidding Entity**

**PRICE BID LETTER AND FORMAT**

To

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

**Subject : Tender for Engagement of Manpower Service Provider for Outsourcing of “Housekeeping Staff, Office Attendants, Electrician, AC Technician and Plumber-cum-Carpenter”.**

**Reference:** Tender No. :HR-01/2017-18/264/ NMCG

Sir,

With reference to the subject tender, I/We quote following Price Bid:

Number of Personnel Requirement against which this Price Bid is submitted herewith is as below. The Price quoted in the Price format is against the number and type of people as mentioned below:

S. No.	Category and Position of Manpower Requirement	Number of Personnel
	(A)	(B)
1	Housekeeping Staff	4
2	Office Attendants	26
3	Electrician	2
4	AC Technician	1
5	Plumber-cum-Carpenter	1

2. Statutory charges will be subject to decrease/ increase due to changes in laws/rules/notifications/regulations as applicable in India.
3. I/We accept all the terms and conditions of your Bidding document referred to above.
4. I/ We understand you are not bound to accept any proposal you receive.
5. The Price Bid is submitted in the format named as Price Bid Format duly signed and stamped.

Yours faithfully,

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

**PRICE BID FORMAT**

The prospective bidders are required to quote their service/agency charge in percentage (%), on the basis of which the success of bids will be decided. Attention is drawn to Clause 7 of Instructions to Bidders as per which unrealistic offers would be summarily rejected being unworkable.

<b>Sl.No.</b>	<b>Elements of Cost Payable</b>	
1.	Minimum wages per person as on date*	
2.	EPF as per rules	
3.	ESI as per rules	
4.	Bonus as per rules	
5.	Quote Service/ Agency Charges payable on above	In .....%
6.	Any other charges (Please indicate)	
7.	Tax as applicable	

\* The monthly wages shall vary as per changes in minimum wages fixed by Government of NCT of Delhi from time to time.

- The Service/Agency Charges would be determined on the basis of minimum wages from time to time, EPF, ESI and Bonus as per rules.
- Bidders may quote any other charges at Sl.No. 6 above. Decision regarding inclusion of these charges rests solely with NMCG.

**ANNEXURE V****SCOPE OF SERVICES****Qualification and Experience of the Manpower**

Sl.No.	Position	Qualification and Experience
1	Housekeeping Staff	-
2	Office Attendants	Matric/High School or equivalent from a recognized board. Desirable to have experience of six months to one year in Government organization.
3	Electrician	Should have passed 10 <sup>th</sup> standard and have two year Diploma in Electrician Trade from recognized ITI.
4	AC Technician	NTC/NCVT/Diploma in R&AC with minimum two years of experience.
5	Plumber-cum-Carpenter	Should have passed 10 <sup>th</sup> standard and have one year Diploma in Plumber Trade from recognized ITI

**All the personnel mentioned above should be eligible to work as per minimum age requirement as applicable in laws/Notifications/Rules etc. of India.**

**Scope of Work**

S.No.	Position	Duty to be performed
1	Housekeeping Staff	<ul style="list-style-type: none"> <li>• For upkeep of the office premises and other services.</li> <li>• Maintain highest standards of cleanliness &amp; hygiene. Keep toilets, dining area, offices, corridors etc. clean at all times.</li> </ul>
2	Office Attendants	<ul style="list-style-type: none"> <li>• He shall assist the senior officers in carrying our day to day work.</li> <li>• Attend to the movement of files and other miscellaneous admin works etc.</li> <li>• He shall keep absolute secrecy of the matters dealt with by him.</li> <li>• Assist office staff in movement of files/papers, photocopying, etc.</li> <li>• Attend the needs of conference room during meetings, conferences etc.</li> </ul>
3	Electrician	<ul style="list-style-type: none"> <li>• To ensure proper electrical supply and all works related to electrical in the premises.</li> </ul>
4	AC Technician	<ul style="list-style-type: none"> <li>• Install, maintain and repair heating, ventilation, and cooling units of HVAC systems. Diagnose and repair of electronic, mechanical and electrical components of HVAC systems.</li> </ul>
5	Plumber-cum-Carpenter	<ul style="list-style-type: none"> <li>• To ensure proper water supply and all works related to sanitation works.</li> <li>• To ensure the maintenance and repair works of furniture and fittings in the premises.</li> </ul>

**A. CHECK LIST OF DOCUMENTS:**

1. Letter for Bid submission as per Annexure I;
2. Demand Draft for Earnest Money Deposit;
3. Copy of Registration of Firm;
4. Copy of Registration certificate of EPF, ESI, GST ;
5. Copy of Labour License and other such permits, certificates, documents, licenses etc. as required for this tender document ;
6. Copy of PAN/ TAN Card;
7. Copies of audited financial statements (balance Sheet and profit and loss account) for the last three financial years;
8. Details of Bidder and Experience (along with supporting documents) as per Annexure II(a) and II (b) respectively.;
9. Affidavit as per Annexure III; and
10. Price Bid as per Annexure IV (a) & (b);
11. All documents required for this tender submission.