

**National Mission for Clean Ganga**  
(Ministry of Water Resources, River Development & Ganga Rejuvenation)  
1st Floor, Major Dhyan Chand National Stadium  
India Gate, New Delhi-110001  
Telephone: +91-11-23072900-01; Fax: +91-11-23049567  
Website: [www.nmcg.nic.in](http://www.nmcg.nic.in)

**Request for Proposal (RFP) for Engagement of Manpower Service Provider for Outsourcing certain categories of office and IT staff for NMCG**

**Tender No. : HR-01/2018-19/126 NMCG**  
**Issued on : April 03, 2019**

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India Gate, New Delhi-110001

**Tender No.: HR-01/2018-19/126 NMCG**

**Dated: April 03, 2019**

**I. NOTICE INVITING TENDER (NIT)**

National Mission for Clean Ganga (NMCG) is the planning, financing, monitoring and coordinating body for implementation of "Namami Gange Programme". It is mandated to ensure effective abatement of pollution and conservation of the river Ganga by adopting river basin approach for comprehensive planning and management.

Director General, NMCG for and on behalf of NMCG invites sealed Bids under two bid system i.e., Technical Bid and Financial Bid from interested and eligible firms for providing certain categories of Office and IT Staff on contract basis. The Contract will be initially for a period of 12 months which may be further extended subject to satisfactory performance and mutually agreed terms and conditions.

The interested firms should submit their bids to Procurement Wing, National Mission for Clean Ganga, 1<sup>st</sup> Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110001 **on or before 23.04.2019 up-to 03:00 PM.**

Earnest Money Deposit (EMD) equal to Rs.3,00,000/- (Rupees Three Lakhs only) in the form of Demand Draft drawn on any scheduled bank in favor of 'National Mission for Clean Ganga' payable at New Delhi must be accompanied with the Bid application.

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**

## II. INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid and NMCG in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the tender document. Failure to furnish all information required by the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of his bid.
3. The bidder shall not make or cause to be made by any alteration, erasure or obliteration to the text of the tender document.

### 4. Preparation of Bids

- 4.1 **Language:** Bids and all accompanying document shall be in English language. In case any accompanying documents are in other languages, it shall be accompanied by an English Translation. The English version shall prevail in matters of interpretation.

### 4.2 Form of Bid

The form of bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. **Relevant Power of Attorney/ Board Resolution for signing the bid to be attached.**

### 4.3 Currencies of Bid and Payment

The bidder shall submit his financial bid in Indian Rupees and payment under this contract will be made in Indian Rupees.

## 5. Clarifications by Bidder

- 5.1 Bidders requiring any clarification on the tender document may contact NMCG in writing by e-mail/ post/ courier within such date as specified in the Schedule of Bidding Process set out in Clause 15.
- 5.2 All correspondence for clarifications should be submitted as per clause reference in ascending order and as per the format attached at '**Annexure-X**' to the following address in writing by email/ post/ courier:

Procurement Wing,  
National Mission for Clean Ganga,  
1st Floor, Major Dhyan Chand National Stadium  
India Gate, New Delhi-110001  
E: [jitender@nmcg.nic.in](mailto:jitender@nmcg.nic.in)

- 5.3 NMCG will endeavor to respond to all queries from all Bidders and reply to queries will be uploaded on NMCG's website.
- 5.4 However, NMCG reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring NMCG to respond to any query or to provide any clarification; and it shall not impact the further processing of tender in any manner

- 5.5 At any time prior to the Bid Due Date, NMCG may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the tender document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the website of NMCG (<https://nmcg.nic.in>) and / or CPP Portal (<https://eprocure.gov.in/cppp/>) and shall be binding on all Bidders and shall form part of the tender document.
- 5.6 Bidders may note that NMCG may not entertain any deviations to the tender document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and unqualified and the Bidders would be deemed to have accepted the terms and conditions of the tender document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 5.7 No clarification, revision or any other modification from NMCG regarding this bid would be valid unless communicated in writing as per Para no.5.5 above.

## 6. Format and Signing of Bid

- 6.1 The documents comprising the bid shall be typed and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder.
- 6.2 The Bidders shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions.
- 6.3 The bid shall contain no alternations, omissions or additions except those to comply with instruction issued by NMCG, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/ signed by the person signing the bid.

## 7. Earnest Money Deposit (EMD)

- 7.1 The bidder shall deposit Earnest Money Deposit (EMD) for an amount of **Rs.3,00,000/-** (Rupees Three Lakhs only) in the form of Demand Draft issued by any scheduled bank in favor of 'National Mission for Clean Ganga' payable at New Delhi, along with the submission of the bid. The EMD will remain valid for a period of minimum forty-five days beyond the final bid validity period. NMCG shall not be liable for payment of any interest on the EMD. If required by the NMCG, bidders will have to extend validity of their EMD.
- 7.2 Any tender not accompanied by EMD shall be rejected.
- 7.3 Bidder(s) who are registered with NSIC/MSME are exempted from furnishing the EMD. For such case, copy of the valid registration certificate must be enclosed with the bid.
- 7.4 The EMD shall be returned to unsuccessful Bidders after issuance of Work Order to Successful Bidder.
- 7.5 EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity.
- 7.6 EMD of the successful bidder would be returned without any interest after the receipt of performance security and signing of contract agreement. EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by NMCG.

## 8. Submission of Bids

- 8.1 The bidder shall submit their proposal under two bid system i.e. Technical Bid and Financial Bid, complete in all respect, in separate sealed envelopes are to be put into an outer envelope super scribed “**RFP for Engagement of Manpower Provider for Outsourcing of Staff in NMCG**”. The bidder shall submit EMD along with Technical Bid.

The sealed envelope should reach the address **Procurement Wing, National Mission for Clean Ganga, 1<sup>st</sup>Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110001 on or before 23.04.2019 up-to 03:00 PM**. The Bids shall not be accepted beyond the stipulated date and time under any circumstances what so ever.

*Bidding in joint venture, consortium, sub-consultant or sub-contracting shall not be allowed.*

- 8.2 Validity of Bid: The bid must remain valid and open for acceptance till **90 days** from the date of opening of Bid. If required, bid validity period may be asked for extension by NMCG.

## 9. Late and Delayed Bids:

- 9.1 Bids must be received not later than the date and time stipulated in the tender document. NMCG may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of NMCG and the bidder will be the same.
- 9.2 Any bid received by NMCG after the deadline for submission of bids, as stipulated above, shall not be considered.

## 10. Opening and Evaluation of Technical Bid

- 10.1 Technical Bids will be opened at the appointed place and time. Bidders representatives who choose to attend shall be allowed to be present at the bid opening.
- 10.2 The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the tender document, whether these are compliance in all respects. Bids will be evaluated based on the information submitted by bidder. However, NMCG reserves the right to seek clarification/ documents from the bidders, if NMCG considers it necessary for proper assessment of the bid.
- 10.3 Bidders found Eligible in terms of Para II A (Eligibility Criteria) will be considered for Marking Evaluation as per Para II B. Afterwards, bidders getting Technical Score of 60 marks or more will only be considered for Financial Evaluation as per Para II C.

## 11. Opening and Evaluation of Financial Bid

- 11.1 The Financial Bids of the technically qualified bidders i.e. bidders who meet the eligibility criteria set out in the tender document will be opened in the presence of such bidders' representatives who choose to attend.
- 11.2 **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.**
- 11.3 The quoted price shall be firm and fixed for the entire duration of the contract period.

11.4 Arithmetic errors if any will be rectified on the following basis: if there is a discrepancy between the unit price and the total price obtained by multiplying by the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is discrepancy between words and figures, the amount mentioned in words shall prevail. If the Bidder does not accept the correction of the errors, their bid will be treated as non-responsive and it is liable for rejection.

## 12. **Right to accept any Bid and to reject any or all Bids**

12.1 NMCG is not bound to accept the lowest bid or any bid and may at any time by giving notice in writing terminate/cancel the tendering process.

12.2 NMCG may terminate the contract/ cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/ department/ institutions/ local bodies/ municipalities/ PSUs, etc.

12.3 NMCG may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.

## 13. **Award of Contract**

13.1 The contract will be awarded to Successful Bidder on the basis of **overall Lowest Cost**. 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 achieve the minimum qualifying Technical Score.

13.2 NMCG will communicate the Successful Bidder by email confirmed by letter transmitted by registered/ speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the item-wise amount which NMCG will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.

13.3 The Successful Bidder will be required to undertake the work as communicated by NMCG in this regard.

13.4 The Successful Bidder will be required to execute the contract for the services within a period of 15 days from the date of issue of Letter of Award.

13.5 However, NMCG reserves the right to reject any or all the offers without assigning any reason whatsoever.

## 14. **Performance Security**

14.1 The Successful Bidder shall be required to furnish a Performance Security within 7 (seven) working days from the date of notification of award for an amount equal to 10% of the contract price in the form of Bank Guarantee from a Scheduled Bank in acceptable form in favor of 'National Mission for Clean Ganga' payable at New Delhi. The Performance Security shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly.

Performance Security would be forfeited in the event of a breach of contract by the supplier, in terms of the relevant contract.

- 14.2 Failure of the Successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds for the annulment of the award and forfeiture of Bid Security (EMD).

15. **Schedule of Bidding Process**

NMCG would endeavour to adhere to the following schedule:

S. No	Activity Description	Date
1.	Issue of Tender	03.04.2019
2.	Last Date for Submission of Queries	09.04.2019
3.	NMCG response to Queries	16.04.2019
4.	Last Date for Submission of Bids	23.04.2019 up-till 03:00 PM
5.	Date for Opening of Technical Bids	23.04.2019 at 03:30 PM
6.	Date for Opening of Financial Bids	To be notified later



## II. ELIGIBILITY & EVALUATION CRITERIA

### A. ELIGIBILITY CRITERIA

- i. The Bidder shall be the entity registered under respective act(s) of India.
- ii. The bidder should be an established entity with minimum 5 years of existence.
- iii. 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.
- iv. The Bidder should have completed at least three contracts of providing manpower services of similar nature as mentioned in this tender document of value equal to / more than Rs.20.00 lakhs (Rupees twenty lakhs) each to Central/ State Government Departments/ Public Sector Undertakings/ Autonomous Bodies in last five years.

In this regard, proof of experience/ completion certificate/ relevant document indicating date of award of contract and date of completion of contract obtained from client, to be submitted.

- v. The Bidder should be duly registered with the GST and other such relevant authorities as applicable to this tender.
- vi. 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.
- vii. The Bidder should have minimum average annual turnover of Rs.40 lakhs in last three financial years i.e. FY 2015-16, 2016-17 and 2017-18. Copies of CA certified Balance Sheet and profit & loss account Statement / CA Certificate for the above mentioned years to be submitted.
- viii. The Bidder should have minimum average annual turnover of Rs.40 lakhs in last three financial years i.e. FY 2015-16, 2016-17 and 2017-18. Copies of audited financial statement/ CA certified Balance Sheet and profit & loss account Statement / CA Certificate for the above mentioned years to be submitted.
- ix. The Bidder should be a profit making company in each of the last three financial years i.e. FY 2015-16, 2016-17 and 2017-18. Copies of audited financial statement/ CA certified Balance Sheet and profit & loss account Statement for the above mentioned years to be submitted.
- x. 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 IV.

Bidders are requested to submit the necessary documentary evidence such as Certificate of Incorporation, completion certificate/ contracts/ payment receipt against supply of manpower/ other relevant documentary proof for the aforesaid information along-with their bid.

Bid documents not fulfilling these requirements are liable to be rejected.

**B. MARKING EVALUATION CRITERIA**

Marking evaluation will only be done of those Technical bids fulfilled the Eligible Criteria. Marks allocation for the technical evaluation shall be assigned as under:

#	Criteria	Maximum Marks
A.	Total Experience in providing similar manpower services of value equal to / more than Rs.20.00 lakhs (Rupees twenty lakhs) – 4 marks per assignment (in last five years) of such experience beyond minimum three assignments	20
B.	Total Experience in providing manpower services to the government departments, public sector companies, public sector banks and government autonomous organizations/bodies– (completed contract) <ul style="list-style-type: none"> <li>i. 12 marks for each contract of value not less than Rs.40.00 lakhs;</li> <li>ii. 10 marks for each contract of value not less than Rs.30.00 lakhs;</li> <li>iii. 7 marks for each contract of value not less than Rs.20.00 lakhs</li> </ul> No marks shall be given for less than three completed contracts.	60
C.	Average Annual Turnover in last three years (FY 2015-16, 2016-17 and 2017-18) <ul style="list-style-type: none"> <li>• More than Rs.40.00 Lakhs - Equal to / Less Than Rs.50.00 Lakhs - 5 Marks</li> <li>• More than Rs.50.00 Lakhs - Equal to / Less Than Rs.60.00 Lakhs - 10 Marks</li> <li>• More than Rs.60.00 Lakhs - Equal to / Less Than Rs.70.00 Lakhs - 15 Marks</li> <li>• More than Rs70.00 Lakhs – 20 Marks</li> </ul>	20
	<b>Total Marks</b>	<b>100</b>

Minimum technical Score required to pass is 60

**C. EVALUATION OF FINANCIAL BIDS**

- i. Financial Bids of the bidders who have obtained minimum technical Score of 60 marks shall only be opened
- ii. The format for providing Financial Bid is enclosed as Annexure IX.
- iii. 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.
- iv. 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 and ESI as per prevailing rules. The quoted percentage shall be applicable on each category of personnel.

In case, quoted percentage received from the bidders are same then the tender will be considered in the favour of the bidder whose technical score is highest. In case of same technical score, the bidder having highest year of experience in similar nature of assignment would be considered.

- v. 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 achieve the minimum qualifying Technical Score.
- vi. GST at applicable rates will be paid separately.

### III. Scope of Work

- A. Successful Bidder will have to deploy the manpower under following categories in NMCG:

Sl. No.	Position Requirement	Number of Personnel*	Consolidated remuneration per month (in Rs.)	Total Consolidated remuneration per month (in Rs.)	Total Consolidated remuneration per annum (in Rs.)
1.	Office Assistant	8	20,000/-	1,60,000/-	19,20,000/-
2.	Executive Assistant	12	25,000/-	3,00,000/-	36,00,000/-
3.	Stenographer	8	23,000/-	1,84,000/-	22,08,000/-
4.	Senior Programmer	1	35,000/-	35,000/-	4,20,000/-
5.	Programmer	1	30,000/-	30,000/-	3,60,000/-
	<b>Total No. of Personnel</b>	<b>30</b>	<b>1,33,000/-</b>	<b>7,09,000/-</b>	<b>85,08,000/-</b>

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

- B. Manpower will have to be supplied/ deployed by the Successful Bidder within seven (07) days of issue of Letter of Award (LoA) or as communicated by NMCG.
- C. Deployed personnel can also be deployed on Saturday, Sundays and or holidays and in case of exigency. 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.
- D. Any savings by the Manpower Service Provider, for any reason whatsoever shall accrue to NMCG.
- E. 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.
- F. 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. Qualification and the experience of the manpower is as follows:

#	Position	Qualification and Experience
1	Office Assistant	Graduate with 3 years of experience of working as Office Assistant/ Data Entry Operator in addition to the essential experience in secretarial work(opening files/submission of files/maintenance of office records, knowledge of noting/drafting preferably in Govt. Setup at least for 2 years) and typing speed of 40 wpm with working knowledge on computer of MS office (at least Word, Excel and Power Point)

2	Executive Assistant	Graduate with 5 years of experience of working as Executive Assistant/ Personal Assistant in addition to the essential experience in secretarial work(opening files/submission of files/maintenance of office records, knowledge of noting/drafting preferably in Govt. Setup at least for 3 years) and typing speed of 55 wpm with working knowledge on computer of MS office (at least Word, Excel and Power Point)
3	Stenographer	Graduate with 4 years of experience of working as Stenographer in addition to the essential experience in secretarial work (opening files/submission of files/maintenance of office records, knowledge of noting/drafting preferably in Govt. Setup at least for 2 years) and typing speed of 45 wpm with working knowledge on computer of MS office (at least Word, Excel and Power Point). Knowledge of Shorthand with a speed of 70 wpm for a dictation (either in Hindi or English) is essential.
4	Senior Programmer	BE / B.Tech in Computer Science /BCA/MCA with 4 years' experience in programming and software development
5	Programmer	BE / B.Tech in Computer Science /BCA/MCA with 2 years' experience in programming and software development

## Annexure-I

## Format for Technical Bid Submission Letter

To  
The Director General,  
National Mission for Clean Ganga,  
1<sup>st</sup> Floor, Major Dhyan Chand National Stadium,  
India Gate, New Delhi-110001

**Sub: RFP for Engagement of Manpower Service Provider for Outsourcing certain categories of office and IT staff for NMCG's office**

**Ref: HR-01/2018-19/126 NMCG**

Dear Sir,

I/ We, the undersigned, offer to provide staff such as Office Assistant, Executive Assistant, Stenographer, Senior Programmer and Programmer to National Mission for Clean Ganga. We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid, with the details as per the requirements of the tender, for your evaluation and consideration.
- (b) We submitted the EMD of Rs.3,00,000/- (Rupees Three Lakhs only) in accordance with the tender Document. The EMD in the form of Demand Draft is enclosed. Or We are submitting the copy of the registration under NSIC/ MSME for claiming exemption on EMD submission.
- (c) I/We have read carefully the terms and conditions of tender document attached hereto and hereby agree to abide by the said terms and conditions.
- (d) The bid is unconditional.
- (e) I/We undertake that documents submitted are genuine/ authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (f) We shall make available to the NMCG any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
- (g) Until a formal agreement is prepared and executed, acceptance of this tender document shall constitute a binding contract between NMCG and us subject to the modifications, as may be mutually agreed to, between NMCG and us.
- (h) We agree to keep this bid valid for acceptance for a period of sixty (90) days from the date of opening the bid.

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

Yours faithfully,

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

## Annexure-II

## Information on Bidder's Organization

S. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
4.	Year of Establishment (Copy of firm registration certificate to be submitted)	
5.	Details of number of years' experience in the field	
6.	Types of Manpower provided	
7.	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	
8.	Labor License Number (copy to be enclosed)	
9.	GST Registration No. (copy to be enclosed)	
10.	EPF Registration Number (copy to be enclosed)	
11.	ESI Registration Number (copy to be enclosed)	
12.	Details PAN registration (enclose copy)	
13.	Name and Designation of the contact person to whom all references shall be made regarding this Bid	
14.	Telephone No. (with STD Code)	
15.	E-mail id of the Contact Person	
16.	Fax No. (with STD Code)	
17.	Website (if any)	

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

## Annexure-III

**Bidder's Authorization Certificate**

To

The Director General,  
National Mission for Clean Ganga,  
1<sup>st</sup> Floor, Major Dhyan Chand National Stadium,  
India Gate, New Delhi-110001

**Sub: RFP for Engagement of Manpower Service Provider for Outsourcing certain categories of office and IT staff for NMCG's office**

**Ref: HR-01/2018-19/126 NMCG**

Dear Sir,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with tender No. \_\_\_\_\_ dated \_\_\_\_\_. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorised Signatory:

Verified Signature:

Seal of the Organisation:

Date:-

Place:-



**Annexure-IV**

**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 our firm M/s.\_\_\_\_\_ has not been blacklisted/ debarred by any government organization/PSU/Autonomous body 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 Bidder

**Annexure-V**

**Certificate of Conformity / No Deviation**

To

The Director General,  
National Mission for Clean Ganga,  
1<sup>st</sup> Floor, Major Dhyan Chand National Stadium,  
India Gate, New Delhi-110001

**Sub: RFP for Engagement of Manpower Service Provider for Outsourcing certain categories of office and IT staff for NMCG's office**

**Ref: HR-01/2018-19/126 NMCG**

Dear Sir,

This is to certify that, the specifications of items which // We have mentioned in the Technical bid, and which // We shall supply if // We am/ are awarded with the work, are in conformity with the specifications specified in the tender document and that there are no deviations of any kind from the required specifications.

// We also certify that the price // we have quoted is inclusive of all the cost factors (except GST/ Taxes as applicable) involved in the end-to-end execution of contract and to meet the desired Standards set out in the tender document.

Thanking you,

Signature of the Authorized Signatory  
Name  
Designation  
Name of the Bidder

## Annexure-VI

**Similar Nature of Work Experience / Contracts**

Details of such contracts undertaken by Manpower Service Provider in the last five years 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						
...						

Note:

- Copies of supporting documents such as Work Order/ contracts/ LoAs/ completion certificate/ relevant proof to be attached.

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

## Annexure-VII

## Financial Information of Bidder's Organization

S.No.	Parameters	FY 2015-16	FY2016-17	FY2017-18
1	Annual Turnover (In Rupees)			
<b>Average Turnover</b>				

Note:

- Copies of the Audited Financial Statements/ CA Certified Balance Sheet and Profit & Loss Account/ CA Certificate for the above financial years must be attached.

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

## Annexure-VIII

## Form of Financial Bid Submission Letter

To  
The Director General,  
National Mission for Clean Ganga,  
1<sup>st</sup> Floor, Major Dhyan Chand National Stadium,  
India Gate, New Delhi-110001

**Sub: RFP for Engagement of Manpower Service Provider for Outsourcing certain categories of office and IT staff for NMCG's office**

**Ref: HR-01/2018-19/126 NMCG**

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the tender document, I/ we, the undersigned, offer to provide the manpower as mentioned in the Scope of Work & in conformity with the said tender document for the same.

I / We undertake that the prices are in conformity with the requirements prescribed. The quoted price is inclusive of all cost likely to be incurred for executing this work.

I / We undertake, if our bid is accepted, to provide the manpower in accordance with the terms & conditions of the bidding document. Below table depicts the details w.r.t. the number of personnel requirement and consolidated remuneration per manpower per month:

S. No.	Category and Position of Manpower Requirement	Number of Personnel	Consolidated remuneration per person per month
	(A)	(B)	
1	Office Assistant	8	20,000/-
2	Executive Assistant	12	25,000/-
3	Stenographer	8	23,000/-
4	Senior Programmer	1	35,000/-
5.	Programmer	1	30,000/-
	<b>Total</b>	<b>30</b>	

Statutory charges i.e. EPF and ESI will be subject to decrease/ increase due to changes in laws/ rules/ notifications/regulations as applicable in India.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the tender document and submit that we have not submitted any deviations in this regard.

Yours faithfully,

Signature of the Authorized Signatory  
Name  
Designation  
Name of the Bidder

## Annexure-IX

## FORM OF FINANCIAL BID

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 II C (iii) of Instructions to Bidders as per which unrealistic offers would be summarily rejected being considered as unworkable.

#	Particulars (Yearly Basis)	Total*
1	Remuneration	Rs.85,08,000/-
2	Agency Charges (In %)	
<b>Agency Charges Percentage in words (.....)</b>		

\*This amount may vary as per the requirement of personnel at NMCG. In case of reduction, two months' advance notice shall be provided.

I /We undertake that the rates so quoted shall be fixed and not varied during the contract period.

Signature of the Authorized Signatory

Name

Designation

Name of the Bidder

## Annexure-X

## Format of Pre-Proposal Queries

To  
The Director General,  
National Mission for Clean Ganga,  
1<sup>st</sup> Floor, Major Dhyan Chand National Stadium,  
India Gate, New Delhi-110002

Date: .....

**Sub: RFP for Engagement of Manpower Service Provider for Outsourcing certain categories of office and IT staff for NMCG's office**

**Ref: HR-01/2018-19/126 NMCG**

Dear Sir,

Following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

S.No.	Clause No. and Page reference	RFP text	Query
1			
2			
...			

Yours faithfully,

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

*Note:  
On the Letter head of the Bidder.*



**DRAFT CONTRACT****I. CONTRACT**

**THIS CONTRACT** (hereinafter called the “RC Contract/ Contract/RC” is made on the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2019 between

**National Mission for Clean Ganga (NMCG)**, a society registered under the Societies Registration Act 1860, having its office at 1<sup>st</sup> Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110001 (hereinafter called “NMCG” which expression shall, unless excluded by or repugnant to be context be deemed to include its administrators, successors and assigns) of the one part

And

\_\_\_\_\_ {Name of the Firm} having its office at \_\_\_\_\_ (hereinafter called the “Manpower Provider” which expression shall, unless excluded by or repugnant to be context be deemed to include its successors, legal assigns, executors or administrators) of the second part.

**WHEREAS**

- a) NMCG had invited bids (vide its Tender No. HR-01/2018-19/126 NMCG dated \_\_\_\_\_ for deployment of staff (hereinafter called “the staff”);
- b) The Manpower Provider, having represented to the NMCG that he has the required experience and resources, has offered to provide in response to the aforesaid tender;
- c) The NMCG has accepted the proposal of the Manpower Provider and agrees to buy and the Manpower Provider agrees to deploy the staff in conformity with the qualification and experience specified in Scope of Work of this Contract and in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - a) The General Conditions of Contract;
  - b) The Special Conditions of Contract;
  - c) The following Appendices:
    - Appendix A: Scope of Work
    - Appendix B: Letter of Award (LoA) issued by the NMCG
    - Appendix C: Copy of Financial Bid of Manpower Provider
    - Appendix D: Performance Bank Guarantee
2. The mutual rights and obligations of the NMCG and the Manpower Provider shall be as set forth in the Contract, in particular:
  - a) the Manpower Provider shall deploy staff in accordance with the provisions of the Contract; and

- b) the NMCG shall make payments to the Manpower Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

All other terms and conditions of the tender document, clarifications, corrigendum and addendum if any shall form integral part of this Contract.

For and on behalf of  
**National Mission for Clean Ganga**

For and on behalf of  
**{Name of the Manpower Provider}**

.....  
.....

.....  
.....

## II. General Terms and Conditions

### 1. GENERAL PROVISIONS

1.1. **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Manpower Provider" means the firm/agency that will supply the Requirements to the NMCG under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1 i.e., the General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Requirements" means deployment of required personnel by the Manpower Provider to the NMCG.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.
- (f) "GC" means these General Conditions of Contract.
- (g) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (h) "Government" means the Government of India.
- (i) "Party" means the "NMCG" or the "Manpower Provider", as the case may be, and "Parties" means both of them.
- (j) "Services" means the work to be performed by the Manpower Provider pursuant to this Contract, as described in Appendix A hereto.
- (k) "In writing" means communicated in written form with proof of receipt.

### 1.2. Law governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India, for time being in force as amended from time to time.

### 1.3. Joint Venture, Consortium and Subletting:

Joint Venture and Consortium is not allowed. The Manpower 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 Provider contravening this condition, the contract is liable to be terminated and the NMCG will be free to get the balance work or services under the contract executed at the risk and cost of the Manpower Provider. The Manpower Provider shall be liable for all the losses, damage which the NMCG may sustain in consequence or arising out the services being provided under the contract.

### 1.4. Notices:

1.4.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post/e-mail to such Party at the address specified in the SC.

- 1.4.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

## 2. Contract Period

The contract will be effective from the date of award of work or signing of this Contract. The Contract is deemed to have started from \_\_\_\_\_ (hereinafter referred to as "Date of Start/ Effective Date"). The Contract is for a period of 12 months. The NMCG shall have the right to extend the term for subsequent year(s) based on the satisfactory performance of the Manpower Provider and mutually agreed terms and conditions. If the contract is extended the number of person required may or may not be same.

## 3. Contract Price

- (a) The total charges of providing Manpower Service is as per Financial Bid and is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("Contract Price").
- (b) The Contract Price shall be paid as per the Financial Bid subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- (c) Prices charged by the Manpower Provider for the staff deployed shall not vary from the prices quoted by the Manpower Provider in its bid.
- (d) Prices will remain valid and firm during the Contract Period.

## 4. Scope of Contract

The Manpower Provider will have to deploy the manpower under following categories in NMCG:

Sl. No.	Position Requirement	Number of Personnel*	Consolidated remuneration per month (in Rs.)	Total Consolidated remuneration per month (in Rs.)	Total Consolidated remuneration per annum (in Rs.)
1.	Office Assistant	8	20,000/-	1,60,000/-	19,20,000/-
2.	Executive Assistant	12	25,000/-	3,00,000/-	36,00,000/-
3.	Stenographer	8	23,000/-	1,84,000/-	22,08,000/-
4.	Senior Programmer	1	35,000/-	35,000/-	4,20,000/-
5.	Programmer	1	30,000/-	30,000/-	3,60,000/-
	<b>Total No. of Personnel</b>	<b>30</b>			<b>85,08,000/-</b>

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

- A. Manpower will have to be supplied/ deployed by the Successful Bidder within seven (07) days of issue of Letter of Award (LoA) or as communicated by NMCG.
- B. Deployed personnel can also be deployed on Saturday, Sundays and or holidays and in case of exigency. 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.

- C. Any savings by the Manpower Service Provider, for any reason whatsoever shall accrue to NMCG.
- D. 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. Qualification and the experience of the manpower is as follows:

#	Position	Qualification and Experience
1	Office Assistant	Graduate with 3 years of experience of working as Office Assistant/ Data Entry Operator in addition to the essential experience in secretarial work(opening files/submission of files/maintenance of office records, knowledge of noting/drafting preferably in Govt. Setup at least for 2 years) and typing speed of 40 wpm with working knowledge on computer of MS office (at least Word, Excel and Power Point)
2	Executive Assistant	Graduate with 5 years of experience of working as Executive Assistant/ Personal Assistant in addition to the essential experience in secretarial work(opening files/submission of files/maintenance of office records, knowledge of noting/drafting preferably in Govt. Setup at least for 3 years) and typing speed of 55 wpm with working knowledge on computer of MS office (at least Word, Excel and Power Point)
3	Stenographer	Graduate with 4 years of experience of working as Stenographer in addition to the essential experience in secretarial work (opening files/submission of files/maintenance of office records, knowledge of noting/drafting preferably in Govt. Setup at least for 2 years) and typing speed of 45 wpm with working knowledge on computer of MS office (at least Word, Excel and Power Point). Knowledge of Shorthand with a speed of 70 wpm for a dictation (either in Hindi or English) is essential.
4	Senior Programmer	BE / B.Tech in Computer Science /BCA/MCA with 4 years' experience in programming and software development
5	Programmer	BE / B.Tech in Computer Science /BCA/MCA with 2 years' experience in programming and software development

## 5. Liability for Personnel

- (a) All persons deployed by Manpower Service Provider in NMCG office shall be the former's 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.
- (b) 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, copy of which will be submitted to NMCG.

- (c) The Manpower Service Provider shall indemnify the NMCG against all the claims whatsoever in respect of the said personnel under the 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.
- (d) The Manpower Service Provider shall also make available such returns/ records for inspection by the NMCG's authorized person. The Manpower Service Provider shall maintain necessary record and registers like wages book and wages slip, etc.
- (e) Manpower Service Provider shall submit copy of certificates/ supporting documents w.r.t. qualification & experience duly attested by authorized signatory in support.
- (f) NMCG shall provide Identity Cards to deployed Personnel.
- (g) Any delay by the Manpower Provider in the supply of Requirements will make the Manpower Provider liable to any or all of the following:
  - i. Forfeiture of Performance Bank Guarantee
  - ii. Imposition of Liquidated Damage
  - iii. Termination of the Contract for default

## **6. 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.

## **7. Obligations of the Manpower Service Provider:**

- a) 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 Clause No.4 above.
- b) 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
- c) 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.

- d) 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.
- e) The Manpower Service Provider will, for the purpose, aforesaid continuously monitor the Services being rendered by it to ensure that these are up-to the performance standards required by NMCG.
- f) 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 up-to 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.
- g) 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.
- h) 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.
- i) 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).
- j) 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.
- k) 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.
- l) 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.

- m) The Manpower Service Provider must also be able to arrange for the replacement of the existing outsourced person, as per the instructions of NMCG.
- n) 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 deputees 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.
- o) 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.
- p) 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.
- q) 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.

## **8. Obligations of NMCG**

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.

## **9. Payment Terms**

- A. 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 remuneration payable for the actual manpower deployed;
  - ii. Applicable Statutory Charges i.e., Employer Share in ESI and Employer Share in EPF in respect of all the manpower deployed by Manpower Service Provider will be paid by NMCG;
  - 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.
- B. 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;



- C. Leave of 1 day per month may be allowed to personnel deployed by Manpower Service Provider. The leave not availed in a month shall be cumulated and allowed thereafter during the period of contract;
- D. Travelling Allowance/ Daily Allowance Policy applicable to Grade E and Support Staff as per Office Order No. HR-01/2016-17/556/NMCG dated 10th January, 2017 will be applicable to the personnel deployed by Manpower Service Provider;
- E. Income Tax as per rates applicable/ amended under the Income Tax Act of work shall be deducted at source;
- F. 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;
- G. All payments under this Contract shall be made to the bank account of the Manpower Provider as specified in SC.

## 10. Penalty

In case of any breaches in service, the Manpower Service Provider shall be liable to pay a Penalty of Rs.500 to Rs.1000 per day depending on the nature of unsatisfactory service. Instances of unsatisfactory services are:

- 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 etc.

## 11. Performance Security

The Manpower Provider has furnished Performance Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_ amounting to Rs. \_\_\_\_\_/- (which is 10% of the total estimated value of the contract) and valid for a period of sixty (60) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Bank Guarantee shall also be extended by the Manpower Provider accordingly.

## 12. Assignment or Transfer of Obligation:

This Contract shall inure to the benefit of each of the parties and their respective successors and neither party shall otherwise assign the benefit or burden of this Contract to any others, without the previous written consent of the other party.

**13. Force Majeure**

- (a) Neither party shall be responsible to the other for any delay or failure in performance of its obligations due to any occurrence commonly known as Force Majeure which is beyond the control of any of the parties, including, but not limited to, fire, flood, explosion, acts of God or any governmental body, public disorder, riots, embargoes, or strikes, acts of military authority, epidemics, strikes, lockouts or other labour disputes, insurrections, civil commotion, war, enemy actions.
- (b) If a Force Majeure arises, the Manpower Provider shall promptly notify the NMCG in writing of such condition and the cause thereof. Unless otherwise directed by the NMCG, the Manpower Provider shall continue to perform his obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Manpower Provider shall be excused from performance of his obligations in whole or part as long as such causes, circumstances or events shall continue to prevent or delay such performance.

**14. Summary Termination**

- (a) In the event of the Manpower Service Providers having been adjudged insolvent or goes into liquidation or winding up their business or 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.
- (b) 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.
- (c) 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.

**15. Termination**

- a) 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.

- b) 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.

## 16. Indemnity

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.

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.

## 17. Settlement of Disputes

- 17.1. 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.
- 17.2. **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, Arbitration clause mentioned hereunder shall become applicable.
- 17.3. **Arbitration:** In the case of dispute arising upon or in relation to or about the contract between the NMCG and the Manpower Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three)

arbitrators, one each to be appointed by the NMCG and the Manpower Provider, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

- 17.4. Arbitration proceedings shall be held in New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
- 17.5. The decision of a majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the NMCG and the Manpower Provider. However, the expenses incurred by each party about the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

**18. Jurisdiction of Courts**

Jurisdiction of courts for dispute resolution shall be New Delhi only.

## III. SPECIAL CONDITIONS OF CONTRACT

SCC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.4	<p><b>Addresses:</b></p> <p><b>NMCG:</b> National Mission for Clean Ganga (Ministry of Water Resources, River Development &amp; Ganga Rejuvenation), 1<sup>st</sup> Floor, Major Dhyan Chand National Stadium, Near India Gate, New Delhi -110001 Tel: +91-11-23072900/901; Fax: +91-11-23049567</p> <p><b>Manpower Provider:</b> <b>(Contact Persons name and contact details)</b> ..... ..... .....</p>
2.	2	Effective date of contract.....
3.	3	Agency Charges (In %) is ___ % (In words.....) exclusive of all applicable taxes, duties, statutory charges i.e., employer share of ESI and EPF
4.	9 (j)	<p>Account Details of the Manpower Provider:</p> <p>Name and Address of the Beneficiary:</p> <p>Bank:</p> <p>Branch:</p> <p>Address of the Bank:</p> <p>Account Number:</p> <p>Account Type:</p> <p>RTGS/NEFT/IFSC CODE:</p> <p>MICR NO:</p>

**Form of Bank Guarantee for Performance Security**

To  
National Mission for Clean Ganga  
1<sup>st</sup> Floor, Major Dhyan Chand National Stadium,  
India Gate, New Delhi-110001

WHEREAS \_\_\_\_\_ [Name and address of the firm] (hereinafter called the "Manpower Provider") has undertaken, in pursuance of Letter of Award/Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to provide the services on terms and conditions set forth in this Contract \_\_\_\_\_ [Name of contract and brief description of works] (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Manpower Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Manpower Provider such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Manpower Provider up to a total of \_\_\_\_\_ [amount of Guarantee] \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Manpower Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Manpower Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Manpower Provider or of the Bank.

"This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) and the guarantee shall remain valid till \_\_\_\_\_. Unless a claim or a demand in writing is made upon us on or before \_\_\_\_\_ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove:

- A. Our liability under this guarantee shall not exceed Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_).
- B. This bank guarantee shall be valid upto \_\_\_\_\_.
- C. We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before\_\_\_\_\_.

Signature and Seal of the Guarantor \_\_\_\_\_

In presence of

Name and Designation

1. \_\_\_\_\_  
(Name, Signature & Occupation)

Name of the Bank

Address

2. \_\_\_\_\_  
(Name & Occupation)  
Date