

Govt. of India
Department of Electronics & Information Technology
National e-Governance Division

Notice Inviting Tender

Engagement of service provider for outsourcing of Manpower in NeGD.

1. Sealed tenders are invited for engagement of service provider for outsourcing of Manpower by National e Governance Division (NeGD) Media Lab Asia, Department of Electronics & Information Technology, Ministry of Communications & Information Technology in two bid system from the service provider Agencies/Firms having valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, Service Tax Registration, Certificate and PAN Card, up to date VAT clearance Certificate. The service providers should have local Offices at Delhi/New Delhi to ensure satisfactory fulfillment of contractual obligations.
2. National e Governance Division NeGD has been set up by the Government of India under Media Lab Asia a not- for –profit company of Ministry of Communications and Technology, to assist the Department of Electronics & Information Technology (DeitY) in the programme Management of the National e Governance Plan. Further NeGD has also been entrusted with the initiatives of Digital India
3. **Eligibility of the bidder –**
 - (i) Bidder having business of 2 years for outsourcing the services of Manpower in the Department/ Organization on the last date of submission of bid .
 - (ii) They should have a combined annual turnover for last two preceding years not less than Rs. 20 lacs. The turnover should count only the commission earned by the company and not the total salary routed through the company. Company shall submit turnover certificate for last two years or any other documents to establish the same.
 - (iii) The bidder must be registered with the statutory Central /State authorities. viz. ESI, EPF, Income Tax, Service Tax and should have a valid Labour License for supply of Manpower as mentioned in the tender document. Submit relevant documents to establish the same.
4. Tender document is available on website www.deity.gov.in/ and www.negp.gov.in which can be downloaded. The bid must be accompanied by an Earnest Money of Rs 2,00,000/- (Two Lacs) by a crossed Demand Draft issued by an Nationalized/Scheduled Bank drawn in favor of Media Lab Asia –NeGD payable at Delhi. Bids received without

Earnest Money shall be summarily rejected. No interest will be paid on EMD. The EMD of the successful bidder shall be returned after submission of performance security deposit.

5. The tenders should be submitted in two sealed covers with signature on all pages of the document as indicated below:

(A) The first sealed cover should be super scribed "**Technical Bid**" and should contain

- I. Checklist of documents submitted (Annexure-I)
- II. The Proforma at Annexure-II duly filled in.
- III. Agency profile including details of previous experience of manpower supply to Government/Semi Government/Autonomous Agencies.
- IV. Affidavit on the letter head of the bidder as Annexure IV
- V. Demand Draft for Earnest Money Deposit
- VI. Any other required relevant documents.

(B) The second sealed envelope super scribed "**Financial Bid**" should contain only rates at which manpower will be provided. (Annexure-III).

(C) Both the sealed covers should be placed in the main sealed envelope super scribed. Tender for engagement of service provider for outsourcing of Manpower may be sent by post or by hand delivered, latest by 2.00pm on 10.09.2015 at the following address.

R.K.Verma
General Manager (HR)
National e-Governance Division
4th Floor, Electronics Niketan, 6 CGO
Complex, Lodhi Road, New Delhi-110003.
Ph: 011-30481606
e-mail: vermark@negp.gov.in

(D) The Technical Bids shall be opened on the same day at **3.00pm** in presence of the tenderers or their authorized representatives. In the event of office being closed on the last date of receipt or opening of bid as specified, the bid will be opened on the next working day at the same time and venue.

6. Tenders received after the due date and time will be summarily rejected. Incomplete and conditional tenders shall not be accepted.

7. The Technical Evaluation Committee will assess the ability of the agencies to render the requisite services based on its past record and profile. The financial bids will be opened only of those bidders whose technical bids would be qualify in all respect as per tender document.

8. Bids surviving the technical evaluation which have been found to be responsive, the evaluation and comparison shall be made on the basis of rates quoted in the financial bid. The procurer will award the contract to the successful bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid. The work will be awarded to two bidders at the rate of L-1 bidder (lowest) to L-2 or L-3 bidder and so on as the case maybe in ratio of 70:30. First offer shall be made for 70 % of work to L-1 bidder. Second offer shall be made to L-2 bidder for 30 % of the work on L-1 rates. In case L-2 bidder declines to accept the offer, the offer shall be made to L-3 bidder as so on in the same manner as has made to L-2 bidder. L-2 & L-3 bidder and so on may decline the offer without risk of forfeiting the EMD.
9. The bidders are required to submit self attested copies of valid Registration Certificate, EPF Registration, ESI Registration, PAN Card and up-to date VAT & Service Tax clearance certified along-with the bid documents, failing which the tender shall be declared as non-responsive and thus liable for rejection.
10. The rates for different category of Manpower that may be required for the proposed services shall not be less than the rates of minimum wages prescribed by the Government from time to time under contract Labour (R&A) Act- 1970 and the Minimum Wages Act 1948.
11. **Adherence to Labour Laws/Rules:** The firm/contractor shall comply with all Labour Laws, Rules and Acts in relation to its employees and ensure payment of minimum wages to the personnel engaged on outsourcing basis as per the notifications issued by Government of NCT of Delhi from time to time in compliance with the provisions of Minimum Wages Act and the Contract Labour (Regulation & Abolition) Act, 1970. The payment of wages by the contractor to its employees shall be made by ECS/Cheque and a certificate in the Firm's letter head be furnished to NeGD every month alongwith a copy of the Acquaintance Roll duly signed by the concerned employees, in confirmation of payment of minimum wages/agreed salary and compliance of Labour Laws etc. in each case.
12. The rate of wages, statutory dues and other allowances etc under the labour law and other laws payable by the employer to the bidder should be indicated in detail as per the enclosed Annexure-III. Conditional tenders will not be accepted under any circumstances.

13. The bidders are required to quote their rates **both in words and figures and put their signature**; they should also sign on any overwriting or any correction made in the tendered rate. The rates filled in figure only and not in words shall be liable for rejection.

14. RIGHT TO ACCEPT OR REJECT TENDERS

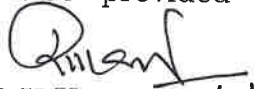
(A) The tender is liable to be rejected, inter-alia:

- a) If it is not in conformity with the instructions mentioned in the tender document.
- b) If it is not properly signed by the bidder.
- c) If it is received by Fax.
- d) If it is received after the expiry of the due date and time.
- e) If it is not accompanied by other requisite documents and Earnest Money.

(B) This office reserves the right to:

- a) Accept / Reject any of the tender in full or part thereof.
- b) Revise the requirement of manpower at the time of placing the order.
- c) Modify, relax or waive any of the conditions stipulated in the tender specification, wherever deemed necessary.
- d) Reject any or all the tenders in part or full without assigning any reason thereof.
- e) Award contracts to one or more bidders for the items covered by the tender.

15. **SCOPE OF WORK:** Presently NeGD hired Manpower from the other agencies. They have to be taken over as and where basis as per the attached annexure-III. Agency will provide the services of additional Manpower as and when required. Besides the categories mentioned in Annexure III, NeGD may ask the Manpower service provider to provide other categories of the staff also on hiring basis. The essential qualifications / Pay structure for additional Manpower other categories shall be decided by mutual agreement and the services will be provided at the agreed service charges(commission).


(R.K.Verma) 19/8/2015
GM(HR),NeGD

16. **GENERAL CONDITIONS OF CONTRACT**

- (i) The Manpower will have to be supplied by the agency within 15 days of award of contract.
- (ii) The persons supplied by the Agency should not have any Police records/criminal cases against them. The Agency should make adequate enquiries about the character and antecedents of the persons whom they are recommending. Before deployment, the character and antecedents of persons will be verified by the Service Provider through local police, collecting proofs of residence, driving license, bank account details, previous work experience and recent photograph and a certification to this effect shall be submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the NeGD for any reasons immediately on receipt of such a request.
- (iii) The service provider shall engage necessary persons duly qualified, as required by the NeGD from time to time. The deployment of personnel is to be on monthly basis. The deployment/arrangement of the personnel should be in such a manner that there shall be no violations of any Rules including weekly off days, as per Labour Laws.
- (iv) Personnel deployed shall not be below the age of 18 years and not exceeding 65 years. However, maximum age limit can be extended for one year in respect of existing deployed Manpower in the public interest by the competent authority of NeGD as a special case.
- (v) The service provider's person shall not claim any benefit/compensation/absorption of services in this office under the provision of Industrial Disputes Act, 1947 or Contract Labor (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be submitted by the service provider to NeGD.
- (vi) The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters as of confidential/secret nature.

- (vii) The service provider's personnel should be polite, cordial, positive and efficient and follow official decorum and formal dress code while handling the assigned work. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by them. The agency shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in anyway detrimental or prejudicial to the interest of this Department. The decision of the Officer-in-charge on any matter arising under the clause shall be final and binding on the agency.
- (viii) The functional control over the personnel deployed by the Agency will rest with NeGD and the disciplinary/administrative/Technical control will be with the Agency.
- (ix) This office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/ their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- (x) Photo Identity Cards to the persons deployed will be provided by NeGD. These cards are to be constantly displayed & their loss reported immediately.
- (xi) The agency will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund Act, ESI Act etc. and this office shall not incur any liability or any expenditure whatsoever on the persons employed by the agency on account of any obligation. The agency will be required to provide particulars of EPF & ESI of its employees engaged in this office. The Agency will comply with all statutory provisions of law, rules and regulations of Act at its cost and keep this office informed about any amendment in the law from time to time.
- (xii) The service provider shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking and loitering without work.
- (xiii) The service provider will make the payment of Monthly salary of all employees deployed to NeGD of preceding Month latest by 7th of succeeding Month and submit the bills in duplicates for payment. NeGD will target to release the payment within a month from the date of submission of claim, complete in all respects, such as production of documentary evidence towards payment of P.F./ESI/ Service tax in respect of employees for the previous Month. Tax if any shall be deducted at source as per the relevant Act.

(xiv) Payments to the service provider would be strictly on the basis of certification by the officer with whom the personnel is attached that his services are satisfactory and attendance as per the bill preferred by the service provider.

(xv) No wage/remuneration will be paid to deployed persons for the days of absence from duty.

(xvi) The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.

(xviii) The service provider shall be contactable at all times and messages sent by phone /e-mail/fax/ special messenger from this office shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the office in fulfillment of the contract from time to time.

(xviii) This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.

(xix) If this office suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep this office fully indemnified against the damage by any staff engaged by the Agency. For any accident or casualty occurred during the course of working to any staff deployed by the Agency, the liability that will arise out of the accident will be borne by the Agency. The responsibility will remain with the Agency and this office will in no way be responsible for it or any other clause mentioned above.

(xx) This office will maintain an attendance register in respect of the staff deployed by the agency on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

(xxi) The service provider shall engage the necessary person(s) as required by the NeGD from time to time. The said persons engaged by the service provider shall be the employees of the service provider and it shall be the duty of the service provider to pay their salary and other dues every month and thereafter claim reimbursement from the NeGD.

(xxii) NeGD operates on five days week and working hours would be normally 8.30 hours per day from 9.00 am to 5.30 pm including half hour lunch break during working days. However, the concerned person may have

to work beyond office hours, if there is any urgency. The persons deployed shall be punctual and shall abide by the directions of the NeGD in this regard.

(xxiii) The personnel may be called on Saturday, Sunday and other gazetted holidays, if required, for which they will be paid extra as per the rates approved by the NeGD.

(xxiv) The claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/whole of the bill amount shall be held up till such proof is furnished, at the discretion of the NeGD.

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

(xxvi) The successful bidder shall furnish a security deposit of **Rs.5,00,000/-** (Five Lacs) in the form of an account payee demand draft drawn in favour of Media Lab Asia-NeGD or Fixed Deposit Receipt from a nationalized/commercial bank or Bank Guarantee from a nationalized commercial bank in an acceptable form safeguarding the interest of this office in all respects. The security deposit shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider and shall be returned to the contractor without any interest. The security deposit will be forfeited in case the supply of manpower is delayed beyond the period stipulated by this office or non-compliance of the terms of agreement by the service provider or frequent absence from duty/misconduct on the part of manpower supplied by the Agency.

(xxvii) The successful bidder will enter into an agreement with NeGD for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions on Rs. 100/- non judicial stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement.

(xxviii) **Period of Contract** –Initially the agreement will be signed for a period of two years commencing from the date of execution of agreement and shall continue to be in force in the same manner, unless terminated in writing. The contract/agreement is extendable by one more year on mutual consent subject to satisfactory performance of the agency.

(xxix) The service provider shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of this office.

(xxx) Subject to terms of this document, if the service provider fails to perform the services within the period (s)specified in the contract, the procurer shall without prejudice to its other remedies under the contract, shall impose a penalty of Rs.500/- per week and maximum of Rs. 10,000/-.

(xxxii) The agreement can be terminated by either party by giving Three Months notice in advance. If the agency fails to give Three Months notice in writing for termination of the Agreement then one Month wages etc and any amount due to the Service Provider from the NeGD shall be forfeited.

(xxxiii) That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

(xxxiv) Any dispute arising out of the contract shall be settled within the jurisdiction of Delhi. .

(xxxv) The bidders shall have to obtain the required license from the licensing authority of respective Department/ Circle/Division/Other units before deployment of personnel in this office.

(xxxvi) That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit of the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.

UNDERTAKING BY THE BIDDER

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

Signature of the Tenderer with Seal

Name & Designation:

Address:

Phone No.

ANNEXURE-I

CHECKLIST OF DOCUMENTS SUBMITTED

S.No.	Documents to be submitted	Submitted	Not Submitted	Remarks
01.	Copy of Registration of firms			
02.	Copy of Registration certificate of EPF			
03.	Copy of Registration Certificate of ESI			
04.	Copy of Labour license			
05.	Copy of Income Tax Return for last 2 years			
06.	Copy of Service Tax Registration			
07.	Copy of PAN/TAN Card			
08.	List of clients indicating quantum of work executed with them			
09.	Proof of experience			
10.	Copy of VAT clearance certificate			
11.	Rate quoted complied with the Minimum Wages Act of Government of India (Central Govt.) with all other statutory provisions.			

Signature of Bidder with Seal of Establishment

(Full Name of Bidder with address and date)

PROFORMA FOR TECHNICAL BID

ANNEXURE-II

Sl.No.	Particulars	To be filled by the tenderer
01.	Name of the Agency	
02.	Date of establishment of the agency	
03.	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
04.	Whether registered with and holding license from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act, 1970. (Copies of all certificates of registration to be enclosed)	
05.	PAN/TAN Number (copy to be enclosed)	
06.	Labour License Number (copy to be enclosed)	
07.	Service Tax Registration Number (copy to be enclosed)	
08.	EPF Registration Number (copy to be enclosed)	
09.	ESI Registration Number (copy to be enclosed)	
10.	Whether the firm is blacklisted by any Government Department or any criminal case is registered against the firm or its owner/partners anywhere in India. (If no, a certificate is to be attached in this regard)	
11.	Length of experience in the field	
12.	Experience in dealing with Organization (indicate the names of the Organization and years of dealing with those Organization and attach copies of contract orders placed on the agency)	
13.	Whether the undertaking regarding acceptance of the terms and conditions have been duly signed, in token of acceptance of the same, is attached.	
14.	Whether agency profile is attached?	
15.	Financial turnover of the tendering company/firm/agency for the last 2 financial year with supported documents.	
17.	Whether any show cause notice was ever issued by the Office of the Labour Commissioner or any Government Agency? If so, details thereof (please attach the copies of communications, if any).	

Signature of Bidder with Seal of Establishment

ANNEXURE-III

FINANCIAL BID

To,

The General Manager (HR)
National e- Governance Division
4th Floor ,Electronics Niketan , 6 CGO Complex
Lodhi Road, New Delhi-110003

**Subject: Rates for award of contract for providing services of Manpower
(Take over of existing Manpower).**

1	2	3	4	5	6	7	8	9	10
No	Designation	Qty	Total Basic Salary /PM (including PF)of existing Manpower	EPF Contribution by employer	ESI Contribution	Service Charges on (4+5+6)	Service Tax	Others is any	Total Chargeab Amount
1	Office Boy	18							
2	Office Assistant	8							
3	Executive Assistant	4							
4	Software Developer	8							
5	Software Programmer	1							
6	Web Developer	1							
7	Digital Media & Content Consultant	1							
8	Web Designer & Developer	1							
9	Backend DB	1							
10	Section Supervisor	1							
11	PFP Developer	1							

12	System Administrator	1							
13	Digital Graphic Designer	1							
	Total Average of three Months	49	10,00,000/- Approx						

Besides the categories mentioned above NeGD may ask the Manpower service provider to provide other categories of the staff also on hiring basis. The essential qualifications / Pay structure for additional Manpower and other categories shall be decided by mutual agreement and the services will be provided at the agreed service charges(commission).

I/We accept all the terms and conditions of your tender notice refer to above . Certified that the above quoted rate is in compliance with Minimum Wages Act and all the statutory provisions and rules as applicable.

Signature of Bidder with Seal of Establishment

Proforma for Affidavit (on the letter head of the bidder)

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 Tender.

**Signature of Proprietor/ Director/ Partner
With seal of Establishment**

एक कदम आपकी ओर
एक कदम आपके लिए

Public services closer home

NeGD/06-13/2015

D.O. No.


CORRIGENDUM

Date

4th Floor, Electronics Niketan
6 CGO Complex, Lodhi Road, New Delhi - 110 003
Ph. : 011 30481624 Fax : 011 30481611
www.negp.gov.in

27.08.2015

In continuation of Notice Inviting Tender for engagement of service provider for outsourcing of contractual Manpower in NeGD dated 20.08.2015, query for mode of payment of EMD. In this connection it is intimated that mode of payment of EMD in NIT dated 20.08.2015, is also acceptable through Bank guarantee from a Nationalized/ commercial Bank.


(R.K. Verma) 27/8/2015
GM (HR)