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No.A-12024/01/2015-Admn.I(B)
Government of India
Ministry of Science & Technology
Department of Science & Technology

.....
New Delhi, Dated:06th December,2016.

Subject: Tender notice for hiring Manpower Services in DST.

Department of Science & Technology, Ministry of Science and Technology, Government of India, New Delhi, (hereinafter referred as "Department") invites tender under two Bid system (Pre-qualification and financial) from registered manpower service providers/organisations based in Delhi/Noida/Gurgaon/Ghaziabad for providing Data Entry Operators to the Department initially for a period of one year as per details given in the tender documents.

2. The Tender documents can be downloaded from the website www.dst.gov.in .
3. The interested firms have to submit the Technical Bid and Financial Bid alongwith required documents, EMD and Tender fee to Under Secretary ,Admn.I(B), Department of Science & Technology, Technology Bhawan, New Mehrauli Road, New Delhi – 110 016 **till 3:00 PM 27th December,2016.**
4. The Technical Bids will be opened on **27th December,2016**, at 3:30 PM by the Committee authorized by the Competent Authority of this Department. Financial Bids for only those who have qualified in the Technical Bid will be opened by the Committee constituted and in the presence of bidders or their authorized representatives on the date to be notified.
5. The Competent Authority reserves **the right to reject any or all the bids, amend/withdraw any terms and conditions in the Tender document or to cancel the Tender without assigning any reason and the decision of the competent authority of this Department in this regard shall be final and binding.**

Meenu Bajaj
Under Secretary to the Govt. Of India
Tel No. 26590349

1. **Brief Information**

Tender No.	A-12024/01/2015-Admn.I(B) dated: 6th December,2016
Duration of Contract	One Year
Last date & time for submission of tenders	27th December,2016, till 3:00 PM
Date & time for opening of Technical Bid	27th December,2016, at 3:30 PM
Place of submission of Bids	Department of Science & Technology, Technology Bhawan, New Mehrauli Road, New Delhi – 110 016
Place for opening of tenders	Department of Science & Technology, Technology Bhawan, New Mehrauli Road, New Delhi – 110 016.
Date and timing for opening of financial bids for Technically Qualified bidders	To be intimated in due course
Validity of tenders	90 days from the date of opening of the Tender
Tender Fee	Rs.500/- (Rs. Five Hundred Only)
EMD	Rs.1,50,000/- (Rs. One Lakh and Fifty Thousand Only)

2. Standards/ Benchmarks for the services sought are as under:

Required Data Entry Operators: 40(Forty)

Qualification: 10+2 (Intermediate)

- Skills:**
- Working knowledge of English.
 - Proficiency in computer operations for office work (MS Word, Excel, Power Point etc).
 - Typing speed - not less than 8000 KDPH in English.
 - Desirable: Typing in Hindi

Age: Between 18-30 years.

3. INSTRUCTIONS FOR BIDDING:

- (i) For the Bidding purposes, the Department of Science & Technology shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and /or Bidder interchangeably.
- (ii) The interested firms have to submit the Technical Bid and Financial Bid alongwith required documents, EMD and Tender fee to Under Secretary , Admn.I(B), Department of Science & Technology, Technology Bhawan, New Mehrauli Road, New Delhi – 110 016 till 3:00 PM 27th December,2016.All the bidders are hereby informed that conditional bids, the bids not meeting the minimum eligibility criteria ,Technical Bids not accompanied with Tender fee and EMD, or any other requirements, stipulated in tender documents are liable to be rejected. Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof.
- (iii) The Technical Bids will be opened on 27th December,2016, at 3:30 PM by the Committee authorized by the Competent Authority of this Department. Financial Bids for only those who have qualified in the Technical Bid will be opened by the Committee constituted and in the presence of bidders or their authorized representatives on the date to be notified.
- (iv) Bids, offering rates which are lower than the minimum wages (as applicable for NCT of Delhi) for the pertinent category would be rejected.
- (v) **In the Financial Bids ,if a firm/bidder quotes impracticably low Administrative/ Service charges i.e. less than 1% of the Rate per month per DEO as mentioned at S.No.1 in the Annexure-III , the bid shall be treated as unresponsive and will not be considered.**

4. Tender Fees:

The cost of Tender document is Rs. 500/- (Rs. Five Hundred Only) in the form of DD in favour of DDO, Department of Science & Technology and to be submitted alongwith the Technical Bid.

5. EARNEST MONEY DEPOSIT

5.1 All the Bidders are required to submit an Earnest Money Deposit (EMD) amount of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) in the form of Demand Draft in favour of D.D.O., Department of Science & Technology. The bids without EMD shall be summarily rejected. No interest will be payable on EMD. The EMD may be forfeited:

- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder:
 - (a) Fails to sign the contract in accordance with the terms of the tender document ;
 - (b) Fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
 - (c) Fails or refuses to honour his own quoted prices for the services.
 - (d) Fails to provide required number of Data Entry Operators within a period of 10 days of awarding the contract.

6. Minimum Eligibility Criteria:

Legally Valid Entity: The bidder shall necessarily be a legally valid entity in the form of a Limited Company or a Private Limited Company. The proof of supporting the legal validity shall be submitted as "Service Provider" concerned should be registered with the Government Authorities for providing manpower services and a copy of the registration shall be attached with the bid.

Registration The service provider must be registered with the following:-

- (i) EPF authorities.
- (ii) ESI authorities.
- (iii) Labour Commissioner's office.
- (iv) Income Tax authorities.
- (v) Service Tax Department.

Financial:The Service Provider should not have suffered losses during the last three financial years(This has to be supported with the Balance Sheets for the FY 2013-14, 2014-15, 2015-16 and I.T. Returns for the Assessment years, 2014-15, 2015-16 and 2016-17).

Experience: The Bidder shall have experience for providing services of Data Entry operators in the Ministries/Departments/Public Sector (Central or State) .

Blacklisting: The bidder must not have been blacklisted by any Organization.

7. PREPARATION OF BIDS

7.1 **Language:** Bids and all accompanying documents shall be in English or in Hindi.

7.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along-with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. **Each bidder must ensure that no rate/ quote is disclosed in Technical Bid.** Documents comprising the Technical Bid should be :

- (a) Technical Bid Submission Form duly signed and printed on Company's letterhead.
- (b) Earnest Money Deposit of Rs. 1,50,000/- (Rs. One Lakh and Fifty Thousand Only).
- (c) Tender Fee of Rs. 500/- (Rs. Five Hundred Only).
- (d) Duly signed Tender document . (**Without Annexure-III**)

Financial Bid: Bidder shall prepare the financial Bid as per the proforma at **Annexure-III**.

8. SUBMISSION OF BIDS

The Bidding Firms have to submit their tender under two bid system {i.e (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders shall be submitted not later than **3.00 PM on 27th December,2016** addressed to Under Secretary, Admn.I(B), Department of Science & Technology, Technology Bhawan, New Mehrauli Road, New Delhi – 110016 No Bid shall be accepted after the specified date and time. However the Competent Authority in the Department of Science & Technology, reserves the right to extend the date / time for submission of bids, before opening of the Technical Bids.

8.1 . The bid shall be submitted in **two covers**:

(A) The first sealed cover should be superscribed "**Technical Bid**" and should contain:

- (i) The proforma at **Annexure – II** (Duly filled in) with all attachments.
- (ii) Profile and contact details of Service Provider including previous experiences of manpower supplied to Government Departments etc.
- (iii) Acceptance of terms and conditions **at Annexure-I and signed Declaration Format** attached in this Tender.

(B) The second sealed envelope superscribed "Financial Bid" should contain only rates which should be quoted on monthly basis for normal duty of 8 hours per day per person for five days a week (**Annexure –III**).

(C) The "Technical Bid" and "Financial Bid" are to be kept separately in two separate envelopes superscribed "Technical Bid" and "Financial Bid" respectively and thereafter, both the envelopes should be placed in one bigger envelope, superscribed "**Tender for providing of Manpower services**" duly signed and shall be dropped in the Tender Box placed at the Entrance of the Reception between 10.00 A.M. to 3:00 P.M. on all working days by 27th December,2016. Technical Bids will be opened by the duly constituted Committee at 3.30 P.M. on 27th December,2016 in the presence of the Bidders or their authorized representatives.

9. For any queries or more information, the Under Secretary Admn.I(B) or SO [Admn.I(B)] may be contacted between 11.00 A.M to 12.00 P.M on all working days upto 26th December, 2016 on Telephone No. 26590349/26590363 respectively.

10. VALIDITY OF BIDS

10.1 Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids i.e. **27th December,2016**.

10.2 In case, Client calls the Bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

10.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

11. BID OPENING PROCEDURE

11.1 The Technical Bids shall be opened at 3.30 P.M on **27th December,2016** by the Committee authorized by the Competent Authority of the Department, in the presence of such bidders, who may wish to be present themselves personally or through their authorised representatives.

11.2 The Financial Bids of only those bidders, who qualify at Technical Bid stage,shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the Financial Bids shall be intimated to the technically qualified bidders in due course.

11.3 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.

11.4 Absence of bidder or their representative shall not impair the legality of the opening procedures.

11.5 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

11.6 Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e.verification of EMD etc., by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid.

11.7 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, and time remaining unaltered.

12. CLARIFICATION ON TECHNICAL BID EVALUATION.

12.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

12.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.

12.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 7.2.

13. TECHNICAL BID EVALUATION (SEGREGATED TYPE)

13.1 The client shall follow two bid system where the technical bid and financial bid shall be evaluated separately.

13.2 The evaluation of tenders shall be done on weightage with 70% to technical evaluation and 30% to financial evaluation.

13.2.1 The Technical Bid evaluation shall be done based on the following criteria:

During the technical evaluation stage, each bidder shall be assigned different marks out of a total of 100 marks, as per the criteria specified below:

(i)	Number of years in Operations	Max Marks 15
	(a) Upto 5 years	05
	(b) Exceeding 5 years & upto 10 years	10
	(c) Exceeding 10 years	15
(ii)	Annual Turnover	Max Marks 15
	(a) Upto 5 Crore	05
	(b) Exceeding 5 Crore & upto 10 Crore	10
	(c) Exceeding 10 crore	15
(iii)	Number of DEOs on roll	Max Marks 20
	(a) Upto 250	10
	(b) Exceeding 250 & upto 500	15
	(c) Exceeding 500	20
(iv)	Experience:	Max Marks 40

Proof of experience for providing atleast 40 DEOs each year in Govt. Sector/PSU/Autonomous Bodies of Central Govt/Supreme Court/High Court/Tribunal under Central Government during last 10 years has to be submitted as per proforma at Annexure-V. **For each year in which a bidder has provided 40-60 DEOs ,he will be awarded 2 marks and if the number of DEOs exceeds 60 then 4 marks will be awarded for each year.**

(v)	Quality related marks	Max Marks 10
(a)	ISO (Upto 5 years)	05
(b)	ISO (Exceeding 5 years)	10

13.2.2 **A Bidder should secure mandatorily a minimum of 50% marks** (i.e. 50 marks out of total 100 marks as per para 13.2.1) in technical evaluation in order to be a qualified bidder **for being eligible for technical weightage and subsequently for opening of financial bids.**

13.2.3 The total marks obtained by a Bidder in the Technical Bid (as per 13.2.1) shall be allocated 70% of technical weightage and the financial bids shall be allocated 30% of the financial weightage, and thereby making a total of 100% weightage for the complete bidding.

Illustration I' (for Technical weightage)

*if a Bidder has secured 80 marks out of the total 100 marks in technical evaluation after following para 13.2.1, his technical **evaluation value shall be: 56 i.e. (80 x 70%)***

13.2.4 The Bidder shall be required to produce attested copies of the relevant documents in support of 13.2.1 in addition to the documentary evidences of para 7.2 for being considered during technical evaluation.

13.3 The Technical Bid not meeting the minimum requirements as per the tender documents shall be rejected and their financial proposals will not be opened. **A substantially responsive bid shall be one that meets the requirements of the bidding document in totality i.e. by following the procedures of para 13:**

- (i) The responsiveness of the bid, i.e; receipts of duly filled, signed and accepted bid documents in complete form, including Authorization letter.**
- (ii) Receipt of valid EMD with requisite amount in acceptable format.**
- (iii) Documents in support of proof of meeting the minimum eligibility criteria.**
- (iv) Any other documents as required to support the responsiveness of the bidder, as per tender.**

13.4 Only those bidder(s) who qualify in the technical evaluation stage shall be called for opening of Financial Bids. The date, time and venue of opening of the financial bids shall be intimated telephonically and through written communication to the technically qualified bidders,

14. FINANCIAL BID OPENING PROCEDURE

- 14.1 The Financial Bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.
- 14.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their Companies .
- 14.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.
- 14.4 The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, **however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.**
- 14.5 **Merely becoming the lowest bidder, prior to Financial Bid scrutiny will not give any right to the Lowest bidder to claim that he is successful in the bidding process. The successful bidder (L-1) shall be decided only after following due procedure as explained in para 15.**

15. FINANCIAL BID EVALUATION AND DETERMINATION OF THE SUCCESSFUL BIDDER [TECHNICAL + FINANCIAL]

- 15.1 The financial evaluation shall be carried out and financial bids of all the bidders shall be given 30% of weightage.
- 15.2 For the purpose of deciding L1, L2, ...etc. in the financial bids, the total cost per month will be arrived by adding monthly rate per person,EPF,ESIC,Administrative/Service Charges and Service Tax as given in the **Annexure-III(Financial Bid)**.
- 15.3 The Bidder with the Lowest Bid Prices (L1) shall be assigned full 30 marks (i.e. 30% x 100) and his total scores of the bid shall be as per Illustration 2 below:

Illustration 2

*If the Bidder at Illustration 1 is L-1 Bidder and quoted Rs.100- for being L-1, then his total value shall be **86** i.e. (56 Technical Value + 30 Financial Value)*

- 15.4 The financial scores of the other bidders (i.e. L-2, L-3... so on) shall be computed as under and as explained at Illustration 3 below:

$$30 \times \text{Lowest Value (L-1 Price)} / \text{Quoted Value (L-2 or L3.)}$$

Illustration 3

If the Bidder at Illustration 1 is L-2 Bidder and he quoted Rs.125, therefore 30% being the weighted value, the financial scores for L-2 shall be computed as under

*30 x 100 (lowest prices by L1) / 125 (quoted prices by L2) = 24 (financial score)
Therefore L-2 Bidder shall have total value of **80** (56 Technical Value + 24 Financial Value).*

- 15.5 The Bidders' ranking shall be arranged depending on the marks obtained by each of the bidder both in Technical Evaluation and Financial Evaluation.
- 15.6 The Bidder meeting the minimum eligibility criteria and with the **highest marks / rank** (i.e. the **total** of technical evaluation marks and financial evaluation marks) shall be deemed as the **successful Bidder** and shall be considered eligible L-1 Bidder for further process.
- 15.7 If there is a discrepancy between words and figures, the amount in words shall prevail.

16 RIGHT OF ACCEPTANCE:

- 16.1 The Competent Authority in the Department of Science & Technology reserves all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and **does not bind itself to accept the lowest or any specific bids**. The decision of the Competent Authority in the Department of Science & Technology in this regard shall be final and binding.
- 16.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 16.3 The Competent Authority in the Department of Science & Technology reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.
- 16.4 **In case of a tie between L-1 Bidders the selection will be based on the marks obtained by the firms in Technical evaluation. If there is tie on this count also ,then the Competent Authority in the Department of Science & Technology reserves the right to award full contract or any part (splitting of contract) to any successful agency(ies) at its discretion which shall be binding on the bidders.**

16.5 In case of failure to comply with the provisions of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority in the Department of Science & Technology reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.

16.6 The Department of Science & Technology may terminate the contract if it is found that the Contractor is blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

17. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

17.1 After determining the successful bidder after evaluation, the client shall issue a Letter of Acceptance (LoA) in duplicate, one copy of which will be returned to client duly acknowledged, accepted and signed by the authorized signatory, within **three (3) days** of receipt of the same by the successful bidder.

18. CONTRACT:

18.1 SIGNING OF CONTRACT AGREEMENT

18.1.1 The successful bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

18.1.2 Client shall prepare the draft Articles of Agreement in the Proforma included in this document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful bidder for their concurrence.

18.1.3 The successful bidder shall return the duly concurred copies of the draft Articles of Agreement within Two(02) days of receipt of the draft Articles of Agreement from the client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

18.1.4 The competent authority of the client shall sign the contract agreement and return a copy of the same to the successful bidder. The contract shall become legally binding and in force only upon submission of Performance Security Deposit,

18.2 PERFORMANCE SECURITY DEPOSIT

18.2.1 The successful bidder shall furnish a Performance Security equivalent to 10% of the Tender value in the form of Demand Draft or Bank Guarantee drawn in favour of the "D.D.O., Department of Science & Technology, Technology Bhawan, New Mehrauli Road, New Delhi". The Performance Security Deposit (PSD) shall remain valid for a period of 1 year & 3 months from the date of commencement of the contract. The PSD would be refundable only after successful completion of the

contract. In case, the contract is further extended beyond the initial period, the PSD will have to be accordingly renewed by the successful bidder.

18.2.2 The Performance Security Deposit (**PSD**) will be forfeited in the event of any breach or negligence or nonobservance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the said PSD as may be considered by the Department of Science & Technology sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

18.2.3 If the contractor is called upon by the Competent Authority in the Department of Science & Technology to deposit Security and the contractor fails to provide the Security Deposit within the period specified such failure shall constitute a breach of the contract and the Department of Science & Technology shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

18.2.4 On due performance and completion of the contract in all respects the Security Deposit will be returned to the contractor **without any interest on presentation of an absolute 'No Demand Certificate'**.

18.3 VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of one year at firm and fixed cost through meeting statutory requirement with no extension, from the date of award subject to continuously satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements / statutory requirements, the client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the client.

18.4 TERMINATION

The contract shall automatically expire after one year from commencement of the contract unless extended further by the mutual consent of the service provider and the Department and on satisfactory performance. The contract may be terminated by either party by giving written notice to the other if:

18.4.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within 30 (thirty) days of receiving notice of such breach; or

18.4.2 The contract may be terminated forthwith by the client by giving written notice to the contractor, if:

- (i) In case of breach of any of terms and conditions of the contract by the contractor, the Competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security Deposit shall be forfeited and encashed.
- (ii) The contractor does not provide manpower services satisfactorily as per the requirements of the client or / and as per the Schedule of Requirements the contractor goes bankrupt and becomes insolvent.

18.5 Settlement of Dispute

18.5.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorised representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the client in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

18.5.2 **Jurisdiction of Court:** This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Delhi.

18.6 INDEMNIFICATION: The successful bidder is solely liable to fully indemnify and keep the client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. The client shall be vested with sole discretion to determine damages / loss suffered on account of above firm, the dues payable from Performance Security Deposit as Performance Guarantee or from the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the contractor at any point of time.

18.7 CONFIDENTIALITY

18.7.1 The contractor and its personnel shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of client's information.

18.7.2 If the Contractor receives enquiries from Press / News / Media/ Radio / Television or other bodies / persons, the same shall be referred by the Contractor to the Client immediately on receipt of such queries.

19 Financial

A. Payment

- (a) It shall be the duty of the service provider to ensure the disbursement of wages by 7th of every month in the presence of the authorized representative of the Department of Science and Technology. In case of failure to make payment of wages to the workers within the prescribed period or making short payment by the firm/contractor, the Performance Security Deposit amount deposited by the firm/contractor with the Department may be forfeited and firm may be blacklisted.
- (b) All payments shall be made in Indian Currency by means of Electronic Clearance Service (ECS).
- (c) The Service provider shall raise the bill, in triplicate, along with attendance sheet to the concerned division of the Department i.e. Admn.I(B) in the first week of the succeeding month.
- (d) The bill shall accompany copies of EPF/ESI challans, attendance sheet, service tax challan etc. failing which a portion of the bill amount shall be held up till the proof is furnished, at the discretion of this Department.
- (e) No wage/remuneration will be paid to any staff for the days of absence from duty.

- (f) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- (g) The Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor.
- (h) The Department shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.

B. INSOLVENCY

The Competent Authority of the office in the Department of Science & Technology may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

- (a) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
- (b) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
- (c) If the contractor commits any breach of this contract not herein specifically proved for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

20 Fraud and Corrupt Practices

- I. The Contractor and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, the Department may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, undesirable practice or restrictive practice in the bidding process.
- II. Without prejudice to the rights of the Department under Clause I, hereinabove, if an Applicant is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by the Department.
- III. For the purpose of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:
 - a) “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreements who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;
 - b) “fraudulent practice” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

- c) “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- e) “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

21 DISCLAIMER

The relatives / near relatives of employees of the client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their husband or wife.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law) .

22 . GENERAL TERMS & CONDITIONS

- (i) The contractor shall provide services of qualified Data Entry Operators in the Department of Science & Technology as per requirements which may be amended from time to time by the client during the contractual period and it shall always form part and parcel of the contract. The contractor shall abide by such assignments as provided by the client from time to time.
- (ii) The person deployed shall not be below the age of 18 years and not more than 30 years.
- (iii) The Service Provider and the persons engaged by it should not have any adverse Police records/criminal cases against it/them. The service provider

would be responsible to make adequate enquiries about the Character and Antecedents of the persons before their engagement for the purpose. The Character and Antecedents of each personnel will be got verified by the service provider before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect shall be submitted to this Department. The service provider shall withdraw such employees who are not found suitable by the Department for any reasons immediately on receipt of such a request from this Department.

(iv) The contracting Company/Firm/Agency shall furnish following documents in respect of the persons who will be deployed by it in this Department before the commencement of work:

- a. List of persons shortlisted containing full details, i.e., date of birth, marital status, address (both present and permanent), self attested copies of educational and professional qualifications, experience etc.
- b. Bio-data of each person engaged with latest photograph affixed (duly signed by the person and attested by the service provider).
- c. Character Certificate from a Gazetted Officer of the Central/State Government.
- d. Certificate of verification of Antecedents by local Police Authority.
- e. Medical Certificate from a Registered Medical Practitioner.

(v) The Client shall have the right, within reason, to have any personnel removed, who is considered to be undesirable or otherwise and similarly the contractor reserves the right to remove any personnel with prior intimation to the client, emergencies, exempted.

(vi) The firm/contractor shall appoint a coordinator, who would be responsible for immediate interaction with the Department of Science & Technology and the firm/contractor, so that optimal services are available without disruption. The service provider shall be accessible at all times and message by Phone/Mail/Fax/Special Messenger from the Department to him/her shall be acknowledged immediately on receipt on the same day. The service provider shall strictly observe the instructions issued by the Department implementing the contract from time to time.

(vii) The working hours of the persons shall be from 9.00 A. M, to 5.30 P.M. on the basis of 5 days working in a week. The persons shall have to mark biometric attendance both at the time of arrival and departure. **In emergent**

situations the services of the persons may be required on Saturdays/Sundays/Holidays also.

(viii) If, any persons arrives late or leaves early, a deduction of the daily rate shall be made on half-day basis.

(ix) If, at any point of time, any person abstains himself/herself, a substitute shall be provided immediately. In case, any person is absent on a particular day and substitute is not provided, daily rate/pro rate shall be deducted from the bill for the month. **In case, the Agency is asked to provide a substitute and fails in doing so within 3 (three) days, then a penalty equal to @10% of the daily wages of the worker will be imposed on the agency, besides deduction of daily wages.**

(x) If, at any point of time, the services being provided by the firm/contractor are found to be unsatisfactory in any manner, the Department of Science & Technology will have full authority to discontinue the services of the firm/contractor by giving a notice of 30 days. The decision of the Department of Science & Technology in this regard shall be final and binding on the contractor.

(xi) The contractor shall submit its organisational chart, showing therein the details of key personnel with their full contact details. The contractor shall also keep informing the client of any change in its organization or its personnel.

(xii) The Service Provider on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc. If the Department suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the Service Provider, the Service Provider shall be liable to reimburse the pecuniary value of the loss, as decided by the Department for the same. The Service Provider shall keep the Department fully indemnified against any such loss or damage.

23 OFFICIAL RECORDS :

24.1 The contractor shall maintain complete official records of disbursement of wages / salary and due payment, if any, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the client.

23.2 The contractor shall maintain a personal file in respect of all the staff, who is deployed in Client's Office. The personal file shall invariably consist of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-a-vis action taken etc.

23.3 The contractor shall furnish an undertaking that within seven days of the close of every month they will submit to client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners. The contractor shall submit periodical returns as may be specified from time to time.

23.4 Each monthly bill must accompany the:

- (a) List of employees with their date of engagement
- (b) The amount of wages (The contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
- (c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC.
- (d) Declaration of the contractor regarding compliance of EPF / ESIC requirements.

24 CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

- Are always smartly turned out and vigilant.
- Are punctual and arrive at their duty time.
- Take charges of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity.
- Read and understand their post and site instructions and follow the same
- Extend respect to all Officers and staff of the office of the Client.
- Shall not drink liquor on duty, or come drunk and report for duty.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty post.
- Will immediately report if any untoward incident / misconduct or misbehavior occurs, to Contractor and the Client.
- When in doubt, approach concerned person immediately.
- Get themselves checked by security personnel whenever they go out.
- Do not entertain visitors.
- Shall not smoke in the office premises.

25 LEGAL

25.1 Deployment of manpower/Data Entry Operator:

25.1.1 For all intents and purposes, the service provider shall be the “Employer” within the meaning of different Labour Legislations In respect of Data Entry Operators so employed and deployed in the Department, the persons deployed by the service provider in this Department shall neither have claims of any Master-Servant , employee-employer relationship nor have any principal and agent relationship with or against Department of Science & Technology, New Delhi.

25.1.2 There shall be no representation of any kind, implied or otherwise, of any automatic absorption, regularization, continued engagement or concession or preference in employment or employment security for the persons engaged by the service provider/contractor for any engagement, service or employment in any capacity, in any office or establishment of the Government. A copy of each of the agreement entered into by the firm with the persons, deployed in the Department is required to be submitted to Department of Science & Technology within 7 days of deployment.

25.1.3 The contract does not amount to employment with the Government nor confer any right on the contractor/firm or the workers engaged by the contractor/firm, nor any representation by the Government as to the possibility or preference in employment at any time in future in respect of security and other personnel of the contractor/firm in any office/establishment of the Government.

25.1.4 The contractor shall cover its personnel for personal accident and death whilst performing the duty and the client shall own no liability and obligation in this regard .

25.1.5 The personnel of the contractor shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract. The contractor shall make them known about this position in writing before deployment under this agreement.

25.1.6 The firm/contractor shall be directly responsible for settlement of any dispute or grievance of the 'persons' relating to his/her deployment in the Department of Science & Technology and any other matters that may arise in this regard and this Department, in no way, be responsible for settlement of such issues/dispute. The client shall not in any manner be liable and all statutory liabilities (such as ESI & EPF, Bonus and after statutory dues etc.) shall be paid for by the contractor.

25.2 Law Compliance:

25.2.1 The engagement and employment of personnel and payment of wages to them as per existing provisions of various Labour Laws and Regulations, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act, Minimum Wages Laws, Contract Labour (Regulations Abolition Act), 1970 and the Rules made thereunder for the time being in force, or any other law, is the sole responsibility of the contractor. The contractor shall be responsible for all statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of the contract. **Any breach of such laws / regulations or non compliance with any statutory/taxation liability under appropriate law shall be deemed to be breach of this contract.** The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

25.2.2 The contractor shall comply with all relevant Laws and the Rules made there under viz. Income Tax, ESI Act, PF Act etc. Payment shall be conditional on fulfillment of the provisions of these Acts and the rules framed there under.

25.2.3 All wages and allied benefits such as Leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and the client shall not incur any liability or additional expenditure, whatsoever for personnel deployed. The contractor shall abide, including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.

25.2.4 In case, the service provider fails to comply with any statutory/taxation liability under appropriate law and as a result thereof, the Department is put to any loss/ obligation, monetary or otherwise, the Department will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, or the extent of the loss or obligation in monetary terms at the percentage to be decided by the competent authority.

25.2.5 In case of breach of any terms and conditions stipulated in the contract, the performance security deposit of the Service provider will be liable to be forfeited by the Department besides annulment of the contract.

25.2.6 The contractor shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.

25.2.7 The successful firm/contractor shall submit, a notarized affidavit on a stamp paper of appropriate value to the effect that the firm undertake to pay Minimum Rates of Wages to the persons engaged as per applicable orders of Govt. of NCT, Delhi and to enhance the rates, as and when it is revised as well as all the statutory dues w.r.t. ESI, EPF etc. to this Department if the contractor fails to provide copies of depositing Employer and Employees share in the EPF Account of the employee, he will not be entitled for these payments.

25.2.8 The employer's share of EPF will not be paid to the contractor for those persons, who are in the excluded category of EPF contribution as per latest guidelines issued by Ministry of Labour & Employment in this regard.

25.2.9 The persons shall not be entitled for any financial benefits that are admissible to regular employees of the Department of Science & Technology. However, the contractor is required to pay wages to the persons engaged strictly as per the Minimum Wages Act modified from time to time including EPF, ESI and other social security schemes of the Government of NCT of Delhi and Ministry of Labour & Employment. The wages to the persons would be dynamic. The weekly rest etc. should also be allowed to persons as per statutory provisions. This is required to be quoted by all bidders at the time of submitting bids, which would be increased as and when increased by the Government authorities. All the statutory requirements such as obtaining valid Labour Licence on the basis of contract letter and compliance of all the provisions of social security legislations in general and provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (R&A) Rules, 1971 in particular are required to be complied with by the contractor. The contractor should quote their Service Charge for providing services of persons for this Department over and above the statutory payments to be made to each worker, so deployed. Except the Administrative Service Charges, quoted by the service provider, no other amount is to be retained by the service provider out of the minimum wages, EPF, ESI etc. as mandated by the statutory provisions on the

subject. The proof of depositing the service tax with the appropriate authorities have to be submitted to this Department

25.2.10 The rates of wages and the consequential revision in the statutory contribution on person's wages will be revised by this Department from the date of statutory revision in minimum wages of the persons and in case of revision in the rate of contribution on person's wages (i.e EPF, ESI etc.) by the Delhi Government/Central Government, whatsoever may be the case. **However, there will be no increase in the Administrative Service Charges quoted by the firm/contractor.**

25.2.11 The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the Competent Authority of Client.

25.2.12 Contractor shall deal with and settle the matters related with Union of India, State Government(s) and Government UT Administrations and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.

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

TECHNICAL PROPOSAL SUBMISSION FORM

LETTER OF BID

Dated:

To

Under Secretary Admn.I(B)
Department of Science & Technology
Technology Bhawan,
New Mehrauli Road, New Delhi – 110 016.

Ref: Invitation for Bid No, **Tender** No.A-12024/01/2015–Admn.I(B) dated **6th December, 2016**. We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing services of DEOs for the Department of Science & Technology Technology Bhawan, New Mehrauli Road, New Delhi –110016.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiry of the period.
4. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents.
5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

Full Name and Designation

(Authorised person shall attach a copy of Authorisation for signing on behalf of Bidder)

ANNEXURE – II

PROFORMA FOR SUBMISSION OF INFORMATION FOR EVALUATION OF TECHNICAL BID

S. No	PARTICULARS	Relevant Information	Page. No. of the supporting document enclosed
1	Name and the profile of the Agency.		
2	Date of establishment of the agency.		
3	Detailed office address of the Agency with Office telephone number: Fax number: Name & Mobile Number of the contact person(s):		
4	Whether registered with all concerned Government authorities (PF/ESI etc.) (Copies of all certificate of registration to be enclosed.)		
5	PAN/ TAN Number (Copy to be enclosed)		
6	Service Tax Registration Number		
7	Labour Commissioner Registration		
8	Attached an Affidavit stating that the agency is / has not been black listed by Centre/State Government/ PSU etc.		
9	ISO Certificate –(Number of Year)		
10	No. of years of experience in dealing with Government Departments/Ministries/Organisations.		
11	Whether a copy of the terms and conditions (Annexure-I) duly signed in token of acceptance of the same is attached?		
12	Number of DEOs on roll.		

13	Average turnover for last three Financial Years (Annexure-VI)		
14	Declaration about Fraud and corrupt practices (duly signed and attested as given in the tender document)		

Note: The Firm/Bidder must submit the information as prescribed in the proforma and submit only the Certificates/Documents which are essentially required as per the Tender Document.

Signature of the authorised signatory
of the Tenderer with seal of the Firm

PROFORMA FOR FINANCIAL BID

S.No	Component of Rate (In Rupees)	Per DEO
1	Monthly rate per person	
2	Employees Provident Fund	
3	ESI	
4	Administrative/ Service charges	
5	Service Tax liability	
	Total (column 1 to 5)	

Signature of the authorised signatory
of the Tenderer with seal of the Firm.

Note:

1. The wage structure should be in conformity with the latest Minimum wages notified by Labour Department, Government of NCT, Delhi.
2. Statutory liabilities as per applicable rates.

TENDER FEE COUPON

TENDER No.

Date:

TENDER SET NO.

ISSUED TO

M/s.....

.....

.....

Against request letter No.....Dated 2016 and

Payment of an amount of Rs. 500/- (Rupees Five Hundred only) vide Demand Draft /Pay Order / Banker's Cheque No..... dated2016 drawn on

.....

TENDER DOCUMENT ISSUED ON

Annexure-V**Experience Details:**

S.No.	Year	Total Number of DEOs engaged during year	Name of the Govt. Departments/ Ministries/Organisations	Page No. of supporting document.
1	2006-07			
2	2007-08			
3	2008-09			
4	2009-10			
5	2010-11			
6	2011-12			
7	2012-13			
8	2013-14			
9	2014-15			
10	2015-16			

Annexure-VI**Financial Details:**

Description	Financial Years		
	2013-14	2014-15	2015-16
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Profit Before Taxes			
Profit After Taxes			

DECLARATION

I, _____ Son/ Daughter /wife of Shri
_____ Proprietor/Director, authorized signatory of the
Agency/Firm, mentioned above, is competent to sign this declaration and execute
this tender document;

2. I have carefully read and understood all the terms and conditions of the tender
and undertake to abide to them;

3. The information/documents furnished along with the above application are true
and authentic to the best of my knowledge and belief. I/we, am/are well aware of the
fact that furnishing of any false information/fabricated document would lead to
rejection of my tender at any stage besides liabilities towards prosecution under
appropriate law.

Signature of the authorized person

Date:

Full Name:

Place:

Seal:

