

F.No.A-12013/2/2013  
Government of India  
Ministry of Environment & Forests  
National River Conservation Directorate

Paryavarn Bhavan,  
CGO Complex, Lodhi Road,  
New Delhi-3  
Dated: 11.6.2013

**Subject : Tender for outsourcing of routine office work such as data entry etc., and office support services relating to movement of files/papers in the National River Conservation Directorate, Ministry of Environment & Forests.**

The Ministry of Environment & Forests, National River Conservation Directorate (NRCD), invites sealed tenders for undertaking **routine office work such as data entry etc., and office support services relating to movement of files/papers** on outsourcing basis in NRCD at Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi, as per terms and conditions detailed in the following paragraphs from interested service providers having requisite experience, financial standing etc., for a period of one year, extendable further, subject to satisfactory compliance of terms and conditions of contract:

**A. Qualifying Criteria:**

Only registered and bonafide service providers registered with the Registrar of Societies/Firms or Directors General of Re-settlement or Registrar of Companies having adequate experience of at least two years in the relevant field of providing the above services to the Ministries/Departments/Government Organisations/PSUs/Corporate Sector/labour Department etc., and with a minimum annual turnover of (Rs. 50 fifty lakhs only) each during the last two years in this line of services, need only apply. While submitting the tender, the intending tenderers shall have to furnish to this Directorate the proof of experience especially any contract entered into with any Govt. Department earlier or presently, financial standing, turnover, income tax/service tax/any other applicable tax clearance certificate for the last two years and documents pertaining to registration of firm/society/company, registration with ESIC/EPFO/Service Tax Department/Labour Department and any other relevant statutory authority. A service provider having any legal suit/criminal case pending against its proprietor or any of its Directors (in the case of Company) or having been earlier convicted on grounds of moral turpitude or for violation of laws in force, shall not be eligible.

**B. Quality of Manpower**

The bench marks such as educational qualifications, professional qualifications, experience, etc., have been mentioned in para-3 (i) below in respect of the

manpower to be engaged by the service provider who shall be suitable for successful execution of the job. However, the responsibility for selection, deployment, control of the same shall remain with the service provider.

### **C. Office Decorum and Dress**

The service provider shall ensure that the manpower provided should maintain proper office decorum (avoid loose talk on mobiles and smoking etc., in no smoking areas) and conduct themselves well. They should be appropriately dressed and should not come to office in casual wear including footwear.

### **D. Identification Badges**

The Service provider shall provide identification badges with Company name/ Logo to all the personnel deputed to the Directorate, and advise them suitably to wear them during duty hours.

### **E. Settlement of Disputes**

In the event of any disputes between the parties regarding the terms and conditions of the provision of the work being awarded, the matter shall be referred to an Arbitrator (s) as may be decided by the Secretary (E&F) for arbitration under the Arbitration & Conciliation Act, 1986. The service provider shall not question the decision of the arbitrator (s) on the ground that the Arbitrator (s) is/are Government servant (s). The decision of the Arbitrator(s) shall be final and binding on the Parties, Dispute, if any, shall be settled between the service providers and the Directorate and not individually with the persons provided by the Service Provider.

### **F. The brief terms and conditions and deliverables shall be as follows:-**

The outsourcing of services will be based on the premise that the agency will be responsible for completing the deliverables as mentioned below by providing the necessary personnel and the department will not be associated in the exercise of selection of the personnel, the numbers thereof, or any other issue associated with their control, etc.,

#### **(i) For administrative services**

- Routine office work such as data entry etc.

#### **(ii) For attendants' services** Movement of files/papers within or outside the office.

2.(a) The services need to be provided daily during office hours from 9.00 AM to 5.30 PM on all working days. There should be no time lag between the requirement and the execution of the job. All necessary equipment will be made available by the Directorate itself. The agency to which the services are

outsourced is to ensure quality work on real time basis. It has been, experienced, that generally one person with requisite qualification as mentioned below, would be able to cater to providing assistance to one officer. However, the requirement may vary from officer to officer depending on his work allocation.

(b) Once the service is outsourced, the department will be concerned only with the timely delivery of quality output and it will be the responsibility of the agency to ensure the same through the manpower, which is provided by them. The agency will be required to follow and strictly comply with the various laws governing such contracts. It will also be the responsibility of the agency to take all necessary precautions from the security point of view while executing such works of the Government of India.

3(i). Personnel, with the following qualifications/experience would be required to perform the nature of jobs intended to be outsourced:-

**(a) For administrative work**

Educational qualifications : Graduate from a recognized university

Professional qualifications : Diploma/Certificate course in computer software/MS Office of at least 6 months duration from any Institute & proficient in typing in English. Knowledge of Shorthand preferable.

Age Limit : Preferably between 21-35 years on the date of application

**(b) for attendant's work**

Educational qualifications : Preferably 8<sup>th</sup> Standard Pass. Previous experience of atleast 1year in relevant job in any Government Organization.

Age limit : Preferably between 18-35 years on the date of application.

3(ii) Approximate Manpower required per month:-

(a) Office Assistants (for administration work) - 18

- (b) Office Attendant (for movement of files/  
papers within or outside the office)

- 09

The above figures are indicative only & it may vary at the time of actual engagements.

#### 4. **Specific Conditions**

- (a) The services shall be made available between 9.00 AM to 5.30 PM on all working days. No overtime allowance will be paid to the service provider in respect of manpower provided for stay beyond office hours in normal circumstances.
- (b) The Directorate at its sole discretion depending upon the workload may at any point of time extend or curtail the contract.
- (c) The manpower provided by the service provider shall not be construed as regular employees of the Ministry. Their employer will be the service provider only.
- (d) The provision of manpower shall have to be made on requisition. Any undue delay in the matter will be considered as breach of contract and will be dealt with accordingly. In case, on requisition, manpower is not provided within a period of two days, an amount of Rs. 500/- per day per vacancy will be deducted from the amount payable to the service provider.
- (e) TDS and other taxes as applicable will be deducted from each bill at the time of making payment by the Ministry to the Service provider.
- (f) The successful bidder shall have to remit within five days of award of contract, a security deposit or performance guarantee of a nationalized bank of an amount equivalent to 10% of the total contract value for a year. The security deposit shall be in the form of Bank Guarantee of a nationalized bank issued in favour of Pay & Accounts Officer, National River Conservation Directorate, Ministry of Environment & Forests, New Delhi and will be for a period upto two months beyond the period of engagement of the Agency by the Directorate.
- (g) The Directorate reserves the right to reject any or all the quotations or accept them in part or to reject the lowest quotations without assigning any reasons. The Directorate also reserves the right to terminate the contract during its tenure at any time without assigning any reasons.
- (h) Tender application without complete documents/information shall not be considered.

(i) The Directorate shall enter into a contract with the successful bidder. The enclosed draft of the contract may also be perused by the bidders before participation in the bid process.

(j) Failure by the service provider to comply with any statutory requirements terms of agreement during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender in the Directorate. The security deposit shall also be forfeited.

(k) The service provider shall deposit the employee's contribution towards EPF and ESI as any statutory deduction, with concerned authorities and shall furnish a certificate to this effect to the Directorate every month alongwith their monthly bill for payment. Any liability towards statutory compliance or otherwise for any of the personnel engaged by the service provider will lie totally with the service provider and will in no way be the concern of the Directorate.

(l) No request for increase in remuneration during the currency of contract will be entertained.

(m) Increase in monthly remuneration for valid reason may be considered only after completion of the contract period, if the contract is extended on mutual negotiation & understanding.

#### 5. **Tendering Process:**

The tender is invited on a twin bid basis i.e. qualifying and the financial bid. The tender form for qualifying bids and financial bid prescribed at Annexure- I & II are (Attached). The qualifying bid and financial bid completed in all respect should be submitted in separate sealed covers super scribed as "Qualifying Bid- Outsourcing of office work for the Directorate" and "Financial Bid – Outsourcing of office work for the National River Conservation Directorate". The bids are to be addressed to the Under Secretary (Admn.), National River Conservation Directorate and are to be dropped in the tender Box kept outside the GA Section, Ground Floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi-110003 by **3.30 PM on 27<sup>th</sup> June, 2013**. The tender will be opened in Room No. 129 at 4.PM on 28.07.2013.

Incomplete bid documents will be summarily rejected and no explanation of the bidders in this regard shall be entertained. Negotiations, if any, will be held with – qualified bidder only.

Late submission of tenders will not be accepted. National River Conservation Directorate reserves the right to reject any or all the quotations.

**6. Amendment of Bid Documents:**

a. At any time, prior to the date of submission of bids, the National River Conservation Directorate may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

b. The amendments shall be notified in the website of Ministry of Environment & Forests at [www.moef.nic.in/www.eprocure.go.in](http://www.moef.nic.in/www.eprocure.go.in) and [tenders.gov.in](http://tenders.gov.in) and these amendments will be binding on them.

c. In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the National River Conservation Directorate may, at its discretion, extend the deadline for the submission of Bids suitably.

**NOTE:**

The tender should be signed and stamped on each page of this tender document as a token of having read and understood the terms and conditions contained herein and submit the same along with the bid. The tenderer would fill up the information in the Annexure-I& II enclosed at the end of this document in clear and legible terms. Wherever, the prices are to be quoted they should be written in figures and words as well. The quoted prices should also include the overheads. Annexure should be signed and stamped by the Service Provider through their authorised signatory.

(S.D. Tiwari)

Under Secretary to the Government of India

Copy to NIC, MoEF-with the request that the Tender Notice may be published on the website of the Ministry and at Tenders.gov.in immediately.

(S.D. Tiwari)

Under Secretary to the Government of India

## **ANNEXURE-I**

Ministry of Environment & Forests  
National River Conservation Directorate

### **Qualifying Bid Document**

1. Name of the Service provider
2. Address with Tele No, fax No., E-mail
3. Contact person's Name
4. Essential Details:
  - (a) Registration with Government Department
  - (b) Income Tax Returns of the last two years.
  - (c) Service Tax Registration No. (15 digits)
  - (d) Experience certificates from the present user organisation
  - (e) Certificate to the effect that there is no litigation pending in any court.
5. Turnover details of last two years
6. Details of similar works undertaken
7. Address of the Service provider with area of premises
8. Whether owned/rented
9. Name of the Banker
10. Whether the firm has any legal suit/criminal case pending against it for violation of PF/ESI, Minimum Wages Act or other laws (provide details, if pending).
11. Has the company been cleared by Income Tax Department for the last two years?
12. Confirm the following enclosures (Duly attested copies) along with this format:-
  - (i) Satisfactory service certificate from the present user organisation
  - (ii) Certificate of registration with the Registrar of Societies/Firms or Directorate General of Resettlement or Registrar of Companies.
  - (i) Certificate of registration with Delhi Service Tax Department
  - (ii) Certificate of registration with EPFO(if mandatory )
  - (iii) Certificate of registration with ESIC
  - (iv) Certificate of registration with Labour Department, Govt. of NCT of Delhi.
  - (v) Copy of PAN card
  - (vi) Audited balance sheets/Accounts of last two years
  - (vii) Income Tax clearance certificate for last two years

### **Declaration**

I hereby certify that the information furnished above is full and correct to the best of our knowledge. We understand that in case of any deviation in the above statement at any stage, the company will be blacklisted, and will not have any dealing with the Directorate in future apart from forfeiting the security deposit.

(S.D. Tiwari)  
Under Secretary to the Government of India



## Annexure-II

### FINANCIAL BID

(To be enclosed in a separate sealed envelope)

For providing of routine office work such as data entry etc., and office support services relating to movement of files/papers to the National River Conservation Directorate to meet their requirement as per the tender process for a period of one year.

1. Name of tendering Service Provider Company/Firms/Agency:
2. Details of Earnest Money Deposit :  
Amount :  
D.D. NO. & Date :  
Drawn On Bank :
3. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi and other by laws applicable (inclusive of all statutory liabilities, taxes, levies, cess etc. )

	Component of Rate	Total Amount for --- No. of DEOs	Total Amount for ---- No. of Office Attendants
1	Monthly Rate should not be below the minimum wages as per Minimum Wages Act, 1948 applicable in NCT Delhi as on date of submission of proposal		
2	Employees Provident Fund @ ----% of 1 above (Employers Contribution)- (if not Mandatory)		
3	Employees State Insurance @ -----% of 1 above (Employers Contribution)- if not Mandatory/		
4	Any other liability (pl. indicate)		
5	Contractors Administrative /Service Charges		
6	Service Tax liability @ -----% of (Mandatory)		
	Total (Column 1 to 6)		

4. The manpower employed by the Agency shall be required to work normally as per the Directorate working days, i.e. from Monday to Friday from 0900hrs. to 1730 hrs. with a lunch break of ½ hour from 1300hrs to 1330hrs. The

manpower may also be called upon to perform duties on Saturday, Sunday and other gazetted holidays, if required.

Signature of authorised person

Full Name:

Seal:

Place:

Date:

Notes:

1. The rates quoted by the tendering Agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month.

**Government of India  
Ministry of Environment & Forests  
National River Conservation Directorate**

**CONTRACT FOR HIRING MANPOWER OF CONTRACTUAL BASIS**

**CONTRACT**

This Contract is entered into this ----- between Under Secretary, NRCD, Ministry of Environment & Forests, Govt. of India ("The Client") having its principal place of Office at New Delhi and M/s ----- ("The Service Provider") having its principal office located at New Delhi.

WHEREAS, the Client wishes to have the Service provider performing the service herein after referred to and

WHEREAS, the Service Provider is willing to perform the services,

NOW THEREFORE THESE PARTIES hereby agree as follows:

**1. SERVICE:**

The Service Provider shall perform the services specified in Annexure 'A', "Terms of Reference and scope of service" which is made an integral part of this contract ("the service").

**2. TERM:**

The Service Provider shall perform the service during the period commencing from ----- and continuing through upto ----- or any other period as may be subsequently agreed by the parties in writing.

**3. PAYMENT:**

**A. CEILING**

(i) For Services rendered pursuant to Annexure A, the client shall pay the Service Provider an amount not exceeding -----%of the gross monthly remuneration disbursed to the personnel hired on behalf of Ministry of Environment & Forests towards service charges to the Service Provider and ---% or as applicable as service tax on monthly remuneration.

(ii) The above amount has been established based on the understanding that it includes all of the Service Provider's costs and profits as well as any tax obligation that may be imposed in the case of all domestic Service Providers and Foreign Service Providers who are resident in India. The Client will perform

such duties in regard to the deduction of such tax at source as may be lawfully imposed under Income Tax Laws.

B. REMUNERATION

The client shall pay the Service Provider for Service rendered at the rate (s) per man/months spent in accordance with the rate agreed and specified in Annexure- A.

C. PAYMENT CONDITIONS

Payment shall be made by the DDO, National River Conservation Directorate, Ministry of Environment & Forest on submission of a pre-receipted bill in duplicate to the coordinator designated in para 4 pertaining to salaries to manpower and service charges + service tax of the Service Provider mentioned in Annexure 'A' on completion of a calendar month by the Service Provider.

**4. ADMINISTRATION:**

A. COORDINATOR

The Client designates the Head of Office, NRCD as coordinator. The coordinator shall be responsible for the coordination of activities under the contract, for receiving and approving pre-receipted bill for the payment submitted by the Service Provider.

B. RESPONSIBILITIES OF SERVICE PROVIDER

(a) Manpower hired on behalf of Ministry of Environment & Forests shall be paid by the Service Provider in regard to monthly payments of salaries/remuneration, termination or appointment of manpower, tax liabilities if any, and filing of return under intimation to the client.

(b) The Service Provider shall be fully responsible for ensuring that contribution towards ESI and EPF (if mandatory) of the deployed manpower are deposited regularly to the appropriate authorities. The Service Provider shall submit the photocopy of ESI contribution and EPF (if mandatory) account numbers of the deployed manpower immediately to the client and arrange for identity card etc as may be necessary for the deployed manpower to claim benefits under ESI. All relevant rules and regulation on Government of India/Department of Labour, NCT, Delhi as applicable time to time shall be followed by the service provider.

(c) The Service Provider shall be fully responsible for ensuring that the persons (manpower) provided by him are disciplined, well behaved and are capable of

discharging duties entrusted to them efficiently and to the satisfaction of the Client. In the eventuality of the conduct or performance of any person (manpower) provided by the Service Provider being found to be unsatisfactory, he/she will be withdrawn forthwith and a suitable replacement provide immediately.

(d) Any legal issues/claims for compensation/damages arising on account of the persons(s) (manpower) provided by the Service Provider, will be fully to the responsibility /account of the Service Provider and the Client will not in any liable for any consequences arising from any act or non-performance of any act of such person (manpower).

(e) The placement agency will enter into the contract directly with the person selected and the Ministry will not be a party.

### C. RECORDS AND ACCOUNTS

The Service Provide shall keep accurate and systematic records and accounts in respect of the service, which will clearly identify all charges and expenses. The Client reserves the right to audit or to nominate a reputable accounting firm to audit, the Service Provider's record relating to the amount claimed under this contract during its term or any extension, and for a period of three months thereafter.

### D. SPECIFIC CONDITIONS

(a) The services shall be made available between 9.00 AM to 5.30 PM on all working days. No overtime allowance will be paid to the service provider in respect of manpower provided for stay beyond office hours in normal circumstances.

(b) The Directorate at its sole discretion upon the workload may at any point of time extend or curtail the contract.

(c) The manpower provided by the service provider shall not be construed as regular employees of the Ministry. Their employer will be the service provider only.

(d) The provision of manpower shall have to be made on requisition. Any undue delay in the matter will be considered as breach of contract and will be dealt with accordingly. In case, on requisition, manpower is not provided within a period of two days, an amount of Rs. 500/- per day per vacancy will be deducted from the amount payable to the service provider.

(e) TDS and other taxes as applicable will be deducted from each bill at the time of making payment by the Ministry to the Service provider.

(f) The successful bidder shall have to remit within five days of award of contract, a security deposit or performance guarantee of a nationalised bank of an amount equivalent to 10% of the total contract value for a year. The security deposit shall be in the form of Bank Guarantee of a nationalised bank issued in favour of Pay & Accounts Officer, National River Conservation Directorate, Ministry of Environment & Forests, New Delhi and will be for a period upto two months beyond the period of engagement of the Agency by The Directorate.

(g) The Directorate reserves the right any or all the quotations or accept them in part or to reject the lowest quotations without assigning any reasons. The Directorate also reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

(h) Tender application without complete documents/information shall not be considered.

(i) The Directorate shall enter into a contract with the successful bidder. The enclosed draft of the contract may also be perused by the bidders before participation in the bid process.

(j) Failure by the service provider to comply with any statutory requirements terms of agreement during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender in the Directorate. The security deposit shall also be forfeited.

(k) The service provider shall deposit the employee's contribution towards EPF (if mandatory) and ESI as also any statutory deduction, with concerned authorities and shall furnish a certificate to this effect to the Directorate every month alongwith their monthly bill for payment. Any liability towards statutory compliance or otherwise for any of the personnel engaged by the service provider will lie totally with the service provider and will in no way be the concern of the Directorate.

(l) No request for increase in remuneration during the currency of contract will be entertained.

(m) Increase in monthly remuneration for valid reason may be considered only after completion of the contract period, if the contract is extended on mutual negotiation & understanding.

## **5. PERFORMANCE STANDARD:**

The Service Provider undertakes to perform the service with the highest standards of professionals and ethical competence and integrity. The Service

Provider shall promptly replace any employee/employees assigned under this contract that the Client considers unsatisfactory.

**6. CONFIDENTIALITY:**

The Service Provider shall not, during the term of this contract and within two years after its expiration, disclose any propriety or confidential information relating to the service, this contract or the Clients operations without the prior written consent of the Client.

**7. OWNERSHIP OF MATERIAL:**

Any study, report or other material, graphics, software or otherwise prepared by the Service Provider or the manpower provided by the Service Provider for the Client under this contract shall belong and remain the property of the Client.

**8. ASSIGNMENT:**

The Service Provider shall not assign this contract or sub-contract or any portion of it without prior written consent of the Client.

**9. LAW GOVERNING AND LANGUAGE OF THE CONTRACT:**

The contract shall be governed by the laws of the Union of India, and the language of the contract shall be English.

**10. DISPUTE RESOLUTION:**

Any dispute arising out this contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the Indian Arbitration and Conciliation Act, 1966.

**FOR THE CLIENT**  
**Signed by**

**FOR THE SERVICE PROVIDER**  
**Signed by**

**(S.D.Tiwari)**  
**Under Secretary**  
**National River Conservation Directorate**

**(-----)**  
**for M/s-----)**

## ANNEXURE 'A'

### TERMS OF REFERENCE AND SCOPE OF SERVICE

1. M/s ----- (hereinafter referred to as the 'Service Provider') will be responsible for providing services like **routine office work such as data entry etc., and office support services relating to movement of files/papers** in the National Rive Conservation Directorate outsourced for the period i.e. ----- to ----- or any other period as may be subsequently agreed to by the parties in writing. The Service Provider would outsource the contractual manpower for the Client for the services to be rendered and for effective discharge of the services and in consonance with various Laws/Acts/Rules etc.
2. The Service Provider will enter into the contract directly with the personnel it proposes to engage for the Client and the Client will not be a party directly or indirectly to the contract signed by the service provider with the manpower engaged by them. The Client will make monthly payments, as decided, to the Service Provider and remuneration will be paid to the engaged manpower by the Service Provider, as decided in the Contract. The continuance of the manpower will however be subject to the satisfaction of the Client and the Service Provider will replace the manpower if so required by the Client.
3. The engagement will be purely on contractual basis by the Service Provider and the manpower deployed by the Service Provider will have no claim whatsoever for seeking regular appointments in the Government of India as the engagement will be by the Service Provider and not by the Client. While engagement and termination of engaged manpower will be the responsibility of the Service Provider, the Service Provider will be bound to replace such manpower, as found unsuitable for discharge of the services and the Client will not entertain any requests or enter into any negotiations in this regard or with regard to engagement or termination of the deployed manpower, with either the Service Provider or the manpower engaged.
4. For effective discharge of the services and to maintain a central control, the manpower deployed by the Service Provider will be working under the directions and control of Under Secretary (Admn.), NRCD, who will report to Dy. Secretary /Director (Administration), National River Conservation Directorate or any other officers as may be decided by the Client. The manpower deployed will be at the disposal of and will report to Under Secretary (Admn.), NRCD for duty and it shall be the duty of the





6. TDS would be levied on payments as applicable.
7. All relevant rules and regulations on Govt. of India/Department of labour, NCT Delhi, as applicable time to time shall be followed by the service provider.
8. Services of manpower of good conduct and character shall be provided.

**(S.D.Tiwari)**

**Under Secretary**

**National River Conservation Directorate**

(-----)

**for M/s-----)**