



सत्यमेव जयते

Govt. of INDIA
Ministry of AYUSH

AYUSH Bhawan

B Block, GPO Complex, INA Colony

New Delhi – 110023

Phone No: 24651644

REQUEST FOR PROPOSAL (RFP)
ENGAGEMENT OF
MANPOWER AGENCY FOR OUTSOURCING OF TECHINACAL
MANPOWER IN MINISTRY OF AYUSH

Table of Contents

1. Notice Inviting Proposal	4
2. Schedule And Critical Dates	4
3. Fact Sheet.....	5
4. Terms Of Reference	6
4.1 Eligibility Criteria	6
5. Scope of Work.....	7
5.1 The following personnel shall be provided by the Agency	7
5.2 The scope of work is as follows.....	10
5.3 Selection Phase	11
5.4 General Term and Condition.....	12
6. Cost of RFP Document, EMD and Performance Security	16
7. Performance Security Deposit:	16
8. Payment & Price Validity.....	17
9. Period of Engagement.....	17
10. Termination /Suspension of Agreement.....	17
11. Instructions for Online Bid Submission	18
Registration.....	18
Searching for Tender Documents	19
Preparation of Bids.....	19
Submission of Bids	20
Assistance to Bidders	21
Contents of the Proposal	21
Evaluation and Selection.....	22
Award of Contract	22
12. Special Conditions of Contract.....	22
<hr/>	
13. Penalty Clauses	24
14.1 Annexure 1	25
Profile of the Applicant	25
13.2 Annexure 2 : Financial Proposal (Cover - “B”).....	27
14.3 Annexure 3: Format for Evaluation of Technical Proposal.....	28
4.4 Annexure 4: Format for Agreement.....	30
14.5 ANNEXURE 5: FORMAT FOR DECLARATION.....	32

1. Notice Inviting Proposal

- The complete details for the RFP can also be downloaded from Ministry of AYUSH's website <http://www.main.ayush.gov.in/> and Central Public Procurement Portal of Government of India at <https://eprocure.gov.in/eprocure/app> . Interested bidders are advised to regularly visit these websites in order to update themselves with regard to any change or additional information related to the tender.
- The Ministry of AYUSH reserves the right to amend the document for RFP, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through Ministry of AYUSH's website: <http://www.main.ayush.gov.in> from time to time for any updated information.

2. Schedule and Critical Dates

S.N.	Event	Days
1	Issuance of RFP documents	12.02.2021
2	Pre-bid conference through VC	17.02.2021 @ 03:00 PM
3	Last date of request of queries through email to kumaran.d@gov.in & srconsultant-ayush@nic.in	19.02.2021 @ 05:00 PM
4	Last date of response to queries	24.02.2021
5	Last date of Submission of bids	05.03.2021 @ 04:00 PM
6	Opening of technical bids and Presentation by the Agencies	08.03.2021 @ 10:00 AM
7	Opening of Financial bids	10.03.2021 @ 10:00 AM

3. Fact Sheet

RFP / Corrigendum available at	RFP can be downloaded from https://eprocure.gov.in/eprocure/app and http://www.main.ayush.gov.in
EMD	EMD of Rs. 1,00,000 Lakh only in the form of Demand Draft EMD of all unsuccessful Bidders would be refunded by Ministry within 30 days of the bidder being notified as being unsuccessful. Demand Draft: Payable at New Delhi In favour of "PAO (Sectt.), Ministry of Health and Family Welfare, New Delhi" The Bidders are required to submit the EMD at the following address: R&I Section Ministry of AYUSH B-Block, GPO Complex, AYUSH Bhawan INA, New Delhi – 110023 011-24651710
Proposal Language	Proposals should be submitted in the English language.
Proposal Validity	Proposals must remain valid 180 days after the last date for proposal submission.
Scaling Notice Period	Ministry shall provide a notice period of one month to scale up / down the number of resources during the contract period.
Performance Security	Demand Draft: Payable at New Delhi In favour of "PAO (Sectt.), Ministry of Health and Family Welfare, New Delhi"

Pre-Bid Meeting	<p>A pre-Bid meeting will be held online via Video conferencing on 17.02.2021 @ 03:00 PM. Below Link</p> <p>https://teams.microsoft.com/l/meetup-join/19%3ameeting_MmJLOGNmMjktNjBINy00MDE0LWFmODAtYjFhNDZmOTg2NDRm%40thread.v2/0?context=%7b%22Tid%22%3a%22c321bca4-cec0-467b-bcdf-18e260de4cd5%22%2c%22Oid%22%3a%223b8ea479-8f29-49fa-bb51-a6a07020d11e%22%7d</p>
Proposal Submission / Upload	<p>Bidders must submit Bids online at https://eprocure.gov.in/eprocure/app</p>

4. Terms Of Reference

4.1 Eligibility Criteria

The manpower service provider should fulfil the following technical qualifications to participate in the tender process. Absent of the following documents will be treated as Non-responsive.

1. The bidder must be a Company Registered under the India Company Act, 1956 or other relevant Act/ Rules & be in business for at least 5 years in India as on last date of submission of bid. The document certificate of incorporation may be attached. Agency may be a sole proprietary concern, partnership firm or a Company and should be registered with the concerned legal entity in India
2. The Agency must have either its registered office or operating office in Delhi/NCR. (Self-attested copy of documentary evidence in this respect to be furnished along with the technical proposal)
3. The Bidder should have at least 3nos of clients, with at least one client being a Government organization/PSU. Certificate from the Client should be furnished
4. In order to establish the track record of potential bidders towards compliance of statutory provisions and records of fulfilment of EPF, ESI etc., the bidder shall submit EPF & ESI statements for the preceding two years.
5. The bidder must have a live online web based HR Management system accessible to both employees and employer for the generation of Monthly Salary Slips, Form 16, Leave & attendance management, Performance appraisal, EPF sent, Talent development, HR Policies etc. The Bidder who does not have a web based HRIS system will be treated as non-eligible and will be rejected without providing any reason.
6. The bidder must be registered with the statutory Central and State authorities.

viz. ESI, EPF, Income Tax, Goods & Service Tax Number (GSTN) and should have a valid Labour License for supply of Manpower as mentioned in the tender document. Relevant documents must be submitted to establish the same.

7. The Agency shall submit a self-declaration stating that the agency is/ has not been black listed/suspended/debarred/ banned by any office Central Government or State Government or PSU during the last five years. A declaration duly signed and sealed by the authorized signatory needs to be submitted.
8. Attested copy of the satisfaction certificate from the Organizations in which the Agency is presently providing similar services need to be enclosed separately.
9. The Agency shall also be liable for depositing all taxes, levies, cess etc on account of the services rendered by the Agency from time to time to the concerned authorities as per extant rules and regulations on the matter
10. The Tax Deducted at Source (TDS) shall be deducted as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided by MOA to the concerned Agency.
11. The agency shall submit a certificate of positive net-worth certified by Chartered Accountants or Statutory auditors of the bidder as on 31st March, 2020.
12. The agency should have ISO 9001:2015 Certification.

5. Scope of Work

5.1 The following personnel shall be provided by the Agency.

The vendor will recruit manpower as per requirements from MoA

Manpower Requirement (tentative List)

Sl. No.	Name of the post	Place	Nos required	Educational qualification	Post qualification experience	Approx. Min CTC per Year
1	Cloud Expert	MOA, New Delhi	1	MCA /B.E. or B. Tech (IT, Electronics, Computer)	Minimum 05 years	8 Lakhs
2	System Administrator	MOA, New Delhi	1	MCA /B.E. or B. Tech (IT, Electronics, Computer)	Minimum 05 year IT experience	8 Lakhs

3	Database Admin	MOA, Delhi	New	1	MCA /B.E. or B. Tech Electronics, Computer) (IT,	Minimum 03 year IT experience	8 Lakhs
4	Developer	MOA, Delhi	New	1	MCA /B.E. or B. Tech Electronics, Computer) (IT,	Minimum 10 years in similar nature of projects	10 Lakhs
5	Designer	MOA, Delhi	New	2	MCA /B.E. or B. Tech Electronics, Computer) (IT,	Minimum 06 year IT experience	8 Lakhs
6	Android Developer	MOA, Delhi	New	1	MCA /B.E. or B. Tech Electronics, Computer) (IT,	Minimum 05 year IT experience	10 Lakhs
7	IOS Developer	MOA, Delhi	New	1	MCA /B.E. or B. Tech Electronics, Computer) (IT,	Minimum 05 year IT experience	12 Lakhs
8	Tester	MOA, Delhi	New	1	MCA /B.E. or B. Tech Electronics, Computer) (IT,	Minimum 05 year IT experience	8 Lakhs

9	Developer	MOA, Delhi	New	2	MCA /B.E. or B. Tech (IT, Electronics, Computer)	Minimum 05 year IT experience	6 Lakhs
10	Business Analysis	MOA, Delhi	New	1	MCA /B.E. or B. Tech (IT, Electronics, Computer), MBA	Minimum 03 year IT experience	6 Lakhs
11	Consultant(IT)	MOA, Delhi	New	1	MCA /B.E. or B. Tech (IT, Electronics, Computer)	Minimum 06 year IT experience	6 Lakhs
12	Sr Consultant(IT)	MOA, Delhi	New	1	B.E. or B. Tech (IT, Electronics, Computer) + MBA/MCA/ M. Tech in CSE/IT/Elec tronic	Minimum 12 year IT experience	9 Lakhs
13	Consultant- DMS	MOA, Delhi	New	1	MCA /B.E. or B. Tech (IT, Electronics, Computer)	Minimum 06 year IT experience	6 Lakhs
14	Office Assistant	MOA, Delhi	New	1	IT Graduate	3 years	3.6.Lakh

15	Executive Assistant	MOA, Delhi	New	1	Graduate/MBA, familiar with Microsoft Office and work	8 years	7 lakh
16	Network Engineer	MOA, Delhi	New	1	B.E/ B.Tech (IT, Electronics, Computer)	Minimum 03—06 year IT /Network experience	6 Lakhs
17	Principal consultant	MOA, Delhi	New	1	B.E. or B. Tech (IT, Electronics, Computer) + MBA/MCA/M. Tech in CSE/IT/Electronic	18 yrs	18 lakh

5.2 The scope of work is as follows:

- a) To work under the scheme MOA
- b) The place of work mentioned above may be changed as per requirement of MOA.
- c) The service can be utilized for MOA or any of its offices globally including subsidiaries/Autonomous bodies under ministry.
- d) To report to the Authority for timely completion of work.
- e) To answer telephone calls, to take messages, answer questions and provide information during non-business hours.
- f) Performing other related tasks as & when required.
- g) HR policies will be decided by MOA and will be conveyed from time to time to the concerned Agency. The Agency should follow the defined processes as per MOA directives.
- h) Salary package will be decided by MOA after due evaluation of candidates selected/finalized.
- i) MOA reserves full rights to accept/reject the manpower supplied by the agency even after selection of manpower without assigning any reason whatsoever.
- j) Character verification & Police Verification of the hired manpower hired will be

conducted by the selected agency.

- k) Conduct negotiation with selected candidates, including verification of work experience, verification of educational qualification, background verification and police verification of the selected candidates

Note: MOA reserves the right not to accept any category of person provided by the successful bidder. MOA may resort to testing of skills of the persons and accept the qualified persons.

5.3 Selection Phase

- a) Management of responses to job vacancy advertisement from interested candidates.
- b) Short-Listing of prospective candidates
- c) Interview & Evaluation of candidates along with required logistical support for selection process including support to MOA panel.
- d) Conduct negotiation with selected candidates, including verification of work experience, verification of educational qualification, background verification and police verification of the selected candidates.
- e) Use the web based HR Management System to streamline HR processes and provide services of the following HRIS modules:
 - f) Employee Information Portal
 - g) Leave & Attendance Management
 - h) Compulsory core, Induction & HRIS management
 - i) As per requirement of MOA the manpower will have to be supplied by the party within 30 days of award of work.

Note: The Agency has to deploy a person who will be designated as Manager. The Manager will be the contact person for the Agency and in charge of overall supervision of the facility management service. He has to ensure that the day to day facility management service is carried out smoothly.

Post selection – engagement Phase

- (i). Completion of joining and post joining formalities by the Agency
- (ii). Provide overall induction training to the selected candidates.

(iii) Candidates deployed in the Ministry by the agency will be on pay role of the agency. This engagement will be on outsourcing basis only.

5.4 General Term and Condition:

The responsibilities of the management shall include:

- i. PANEL: Based on the score of financial parameters, MOA may at its discretion prepare a panel containing up to two manpower agencies for obtaining services. The ratio may depend on services of the vendors. The decision on ratio will be finalized by Head, Admin, MOA and will be binding on both the selected agencies.
- ii. PROHIBITION OF SUB CONTRACT – The agency shall not appoint any sub-contract for this work under any circumstances.
- iii. RESOLUTION OF DISPUTE – In case of any dispute, the decisions of P&CEO, MOA shall be final and binding.
- iv. The Agency will provide Single Point of Contact to MOA, available 24X7 on call.
- v. A meeting on mutual convenience will be held in MOA with the Representative of the Agency on 1st week of every month to resolve the issues concerning resources deputed at MOA.
- vi. 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 Agency 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 agency will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Agency shall withdraw such employees who are not found suitable by the MOA for any reasons immediately on receipt of such a request.
- vii. Engagement in MOA through the Agency will be on purely temporary basis and the outsourced manpower deployed by the Agency will not be eligible or entitled and also cannot 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. An Undertaking in this regard from contractual manpower will be furnished by the employee/agency to MOA.
- viii. The Agency's resources shall not divulge or disclose any details of office, operational process, technical know-how, security arrangements and administrative/ organizational matters which are confidential and secret in nature to any person.
- ix. The functional control over the resources deployed by the Agency will rest with

- MOA.
- x. MOA may require the Agency to dismiss or remove from the site of work any manpower deployed in MOA, employed by the agency, who may be incompetent or for his/ her/ their misconduct and the agency shall forthwith comply with such requirements. The Agency shall replace within period of 10 days 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.
 - xi. The agency will be wholly and exclusively responsible for payment of wages to the manpower engaged by it in compliance with the statutory obligations under related rules and regulations as applicable from time to time including the Minimum Wages Act, Employees Provident Fund Act, ESI Act etc. and also MOA shall not incur any liability or expenditure whatsoever on the resources employed by the agency on account of any such obligation. The agency will be required to provide particulars of EPF & ESI of its resources engaged in MOA. The Agency will comply with all statutory provisions of law, rules and regulations of the Act and keep MOA informed about any amendment in the law from time to time.
 - xii. The agency will make the payment of Monthly salary of the preceding month of the manpower deployed at MOA latest by 1st week of succeeding Month and also submit the bills in duplicate for payment. MOA will release the payment within a month from the date of submission of claim, complete in all respects, such as submission of documentary evidence towards payment of P.F. /ESI in respect of the manpower. Tax, if any shall be deducted at source as per the relevant Act.
 - xiii. Payment to the agency would be strictly on the basis of certification of satisfactory services and attendance record given by the officer with whom the personnel is attached and attendance as per the Bill/ Invoice preferred by the agency.
 - xiv. No wage/remuneration will be paid to the deployed manpower for the days of absence from duty.
 - xv. The agency will also provide services of the manpower required for a shorter duration of time if required in case of any exigencies as per requirement of MOA
 - xvi. The agency shall be reachable at all times and due acknowledgement shall be immediately given on the same day for any messages sent via phone/ e-mail/special messenger from MOA. The Agency shall strictly observe the instructions issued by MOA in fulfilment of the contract from time to time.
 - xvii. MOA shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the manpower of the agency.
 - xviii. If MOA suffers any loss or damage on account of negligence, default or theft on the part of the resources of the agency, then the agency shall be liable to reimburse to this office for the same. The agency shall keep MOA fully

indemnified against the damage by resources engaged by the Agency. For any accident or casualty occurred to any resources deployed by the Agency during the time of working, the liability that will arise out of the accident will be the sole responsibility of the Agency. The responsibility will remain exclusively with the agency and MOA will in no way be held responsible for the same or any other clause mentioned above.

- xix. MOA operates five days a week and the working hours would be 8.30 hours per day from 9.00 am to 5.30 pm including half an hour lunch break during the working days. However, if the concerned resource may have to work beyond office hours on certain occasions, then no compensation or additional remuneration shall be paid in such a case.
- xx. If the resource is called for work on Saturday, Sunday and/ or any gazetted holidays, then the resource shall be paid extra as per the rates approved by the MOA.
- xxi. The claims in bills regarding Employees State Insurance, Provident Fund and GST etc. should be necessarily accompanied with relevant documentary evidence. A requisite portion of the bill amount /whole of the bill amount shall be held up till sufficient documentary evidence is furnished, at the discretion of MOA.
- xxii. Tax Deducted 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 by the agency to MOA.
- xxiii. The successful bidder will enter into an agreement with MOA for supply of suitable and qualified manpower as per the requirement of MOA, against the terms and conditions on a Rs. 100/- non judicial stamp paper. The said above stamp paper for execution of agreement will be arranged by the bidder.
- xxiv. Initially the Agreement will be signed for a period of one year 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 a period of two years on a yearly basis based on mutual consent subject to satisfactory performance of the agency.
- xxv. The agency shall not assign, transfer, pledge or sub contract the performance of services without the prior written consent of MOA.
- xxvi. Subject to terms & conditions of this document, if the agency fails to deliver the services within the time period (s)specified in the contract, the procurer shall without any prejudice to other remedies under the contract, shall impose a penalty of Rs.500/- per week and a maximum of Rs. 10,000/-.
- xxvii. The agreement can be terminated by either party by giving a three months' notice in advance. If the agency fails to give a written three months' notice for termination of the Agreement, then wages of 1 month and any other amount due to be paid to the Agency from MOA shall be forfeited.
- xxviii. On expiry of the agreement as mentioned above, the agency will withdraw all its resources 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 resources of the agency, it shall be the entire responsibility of the agency to pay and settle the same and in no way MOA shall be held answerable and accountable.

- xxix. Any dispute arising out of the contract shall be settled within the jurisdiction of Delhi.
- xxx. The bidders have to obtain required license from the licensing authority of respective Department/Circle/Division or other units before deployment of resources in this office.
- xxxi. If any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of resources or any loss to MOA's office property, the same shall be adjusted from the security deposit to the extent so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.
- xxxii. The Agency will be responsible for faithful compliance of the terms and conditions of this contract/ agreement. In the event of any breach of agreement, the same may be terminated and the security deposit will be forfeited by MOA and getting the work done from any other agency at second party's risk and cost, or any other action as deemed fit by MOA.
- xxxiii. MOA will not be liable to pay any amount in respect of dedicated resource deputed at MOA by the agency to deal with the contractual manpower of MOA. Basic requirements such as Laptop/Desktop, Data Cards etc as per the entitlement will be provided by MOA. However, in case of any loss, the concerned resource will be held responsible and necessary recovery(s) will be made.
- xxxiv. MOA, the competent authority holds the complete authority to cancel/revoke the tender at any point during the process, without providing any clarification to the bidders.

The nos. of staff are approximate in nature, which may increase or decrease at the time of issue of Work Order. The Agency will be paid for the extra persons deployed as required & requested by MOA at the rates quoted against the categories of persons in the Financial Proposal

Statutory:

- a) Ensure all compensation and benefits related processes are handled smoothly.
- b) Ensure that statutory and regulatory compliances, including Taxes are adhered to consistently
- c) Manage all necessary statutory requirements related to joining and relieving of candidates including accounting and administrative process of the candidates deputed at MOA

6. Cost of RFP Document, EMD and Performance Security

1. The EMD of INR 1, 00,000/- in the form of DD (In favour of “PAO (Sectt.), Ministry of Health and Family Welfare, New Delhi”, Payable at New Delhi) is required to protect the interest of Ministry of AYUSH against the risk of Bidder's conducted which would warrant forfeiture of the Bid Security.
2. No EMD will be accepted after due date and time of submission of tender document.
3. EMD money deposited to the other tender will not be adjustable with this tender.
4. If a bidder withdraws its offer after opening of Technical bid or financial bid before award of the contract, the EMD deposited will be forfeited.
5. If a successful bidder fails to deposit requisite amount towards the security deposit within specified time as per intimation/request of the office of the MOA , the Earnest Money will be forfeited.
6. The EMD of successful bidder will be refunded on receipt of Security Deposit.
7. The EMD of unsuccessful bidder will be refunded to bidders at earliest after finalization of RFP.

7. Performance Security Deposit:

1. The successful bidder shall be required to deposit a performance security amount Rs- 5,00000/- (Rupees Five Lakhs Only) in the shape of Demand Draft/Bank Guarantee in favour of “PAO (Sectt.), Ministry of Health and Family Welfare, New Delhi”, Payable at New Delhi
2. The security deposit shall be returned to the Service Provider on the expiry of the contract period on furnishing the usual clearance/demand certificate within 6(SIX) months of completion of the contract period with no interest.
3. The security deposit shall stand forfeited in case of any failure whatsoever on the part of the contractor at any time in the performance of his part of the contract that during the extension period of the contract where notice is given and time for rectification allowed.
4. If the contractor indulges at any time in any subletting/subcontracting of any person of the work without notice and approval of Competent Authority in MOA, then the security deposit

is to be forfeited.

5. The security deposit will also be forfeited in case the service provider leaves the job before completion of the period of the contract.
6. If a successful bidder fails to execute an agreement within specified time as per the intimation/request of this office, the security deposit will be forfeited.

8. Payment & Price Validity

1. The agency will pay salaries of all the resources by 1st week of every month as per the Performance & Attendance report provided by MOA. For reimbursement purpose, the Bills/Invoices will be submitted at MOA office by 7th of every month along with supporting documents like Salary Slips, EPF contribution Certificate, Attendance/Leave details etc.
2. The payment shall be released on due submission of Bills/Invoices along with supporting documents as mentioned above at para 2, by Cheque or ECS transfer. A credit period of 4 weeks shall be allowed by the contractual agency
3. The price as quoted by the bidder shall remain unchanged.

9. Period of Engagement

1. The engagement shall be for a period of one year from the date of actual operation (beginning of service) or signing of contract whichever is later.
2. The contract may be renewed for another year subject to satisfactory performance of the Agency and with the mutual consent of both the parties.
3. The agency shall sign the contract ([ANNEXURE 4](#)) and start providing services (actual engagement of personnel) within 15 days of issue of Letter of Award/ Intimation.

10. Termination /Suspension of Agreement

1. The contract can be terminated at any time prior to its completion by either Party with 90 days of notice period.
2. The MOA may, by a notice in writing suspend the agreement if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:

- a). Shall specify the nature of failure, and
 - b). Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
3. The MOA after giving clear notice in writing expressing the intension of termination by stating the ground/grounds on the happening of any of the events (i) to (iv) below, may terminate the agreement after giving the service provider reasonable opportunity of being heard to.
- i. If the service provider do not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as the Management (MOA) have subsequently approved in writing.
 - ii. If the service provider becomes insolvent or bankrupt.
 - iii. If, as a result of force majeure, the service provider is unable to perform a material portion of the services in a period of not less than 60 days: or
 - iv. If, in the judgment of the Management of MOA, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

11. Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at:

<https://eprocure.gov.in/eprocure/app>.

Registration

- I. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link **“Online bidder Enrollment”** on the CPP Portal which is free of charge.
- II. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- III. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- IV. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- V. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

- VI. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

Searching for Tender Documents

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

Preparation of Bids

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such

documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

Submission of Bids

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

Assistance to Bidders

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Contents of the Proposal

The technical proposal in addition to proof of eligibility shall contain:

1. All the information, documents and clarifications as required under Annexure 1
2. EMD and RFP Document Cost as per Tender

3. Copy of the RFP Document signed on every page by the duly authorized Signatory.
4. Authorization Certificate issued by the Agency for the Signatory signing the Documents submitted to MOA for this Tender.
5. The Financial Proposal shall be uploaded as per the format given in Annexure 2-Financial Proposal.

Evaluation and Selection

1. The proposals shall be evaluated in two stages i.e. technical evaluation and financial evaluation.
2. The Financial Proposals shall be opened of those bidders who will qualify in the technical evaluation.
3. The minimum qualifying score in technical evaluation shall be 80 marks out of 100 marks and the financial proposals of the bidders who secure the minimum 80 marks shall be opened. Format for technical evaluation is given in Annexure 3.
4. Financial proposals shall be opened in the presence of the technically qualified bidders' representatives, who choose to attend in person at the Ministry.
5. Date of Opening of financial proposals shall be communicated to the technically qualified bidders.
6. Lowest bid (excluding Taxes) out of all technically qualified bids Shall be L1, however MoA reserves the right to accept or reject any bid without giving any reason to bidder/s.

Award of Contract

1. Contract shall be awarded to the bidder whose bid will be Lowest (L1)
2. In case two bidders secure the same highest combined score, or same financial quote the bidder with the highest technical score shall be awarded the contract. In case of two bidders may secure same tech and same financial score, decision taken by MoA shall be final. MoA may select or reject any bid based on sole discretion, w/o being liable to notify reason to any bidder.
3. Any effort by a bidder to influence MOA in its decision on bid evaluation or placement of Work Order may result in rejection of the bidder's offer.
4. In Case of Any dispute arising decision of evaluation committee of MoA shall be final.

12. Special Conditions of Contract

1. The deployed Staff must be skilled and competent.
2. The deployed Staff should carry out the works assigned to them with due sincerity, diligence,

efficiency & punctuality.

3. The Personnel deployed by the Agency should not have any criminal cases against them.
4. MOA may advise the Agency to disengage any of its staff from service, with 24 hours' prior intimation, in case the management of MOA found any negligence on the part of that particular staff.
5. The Agency shall be totally responsible for the conduct of the personnel engaged for the service and the management shall not be responsible for their conduct at any point of time.
6. In case of any damage/ pilferage caused to the property of MOA due to mishandling, carelessness of the Agency or its personnel then the same shall be recovered from the Agency adjusting the amount against their monthly bill.
7. The persons deployed shall, during the course of their work, may have access to classified documents, which they are not supposed to divulge to third parties. Any breach of this condition shall make the Agency as well as the person deployed shall be liable for penal action under the applicable laws besides, action for breach of contract.
8. All the personnel engaged for the service shall be covered under insurance against any personal accident by the Agency and the MOA shall not be liable for any payment on account of compensation.
9. The Agency shall maintain all statutory registers under the law and shall produce the same, on demand, to MOA or any other statutory authority.
10. The Agency shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered to MOA with the concerned tax collection authorities, from time to time, as per the applicable rules and regulations. The Agency shall have the responsibility to furnish documentary evidence in support of the statutory compliance to MOA, as and when sought for.
11. The Tax Deducted at Source (TDS) shall be done as per the provisions under Income Tax Act and MOA shall provide TDS certificate to the Agency.
12. The Agency shall be solely responsible for compliance of all statutory provisions like payment of minimum wages to the personnel deployed, ESI, Insurance, EPF, etc. MOA shall have no liability in this regard.
13. The MOA shall not be held responsible for any statutory non-compliance on the part of the Agency with respect to the Labour Laws including EPF, ESI, Workman Compensation, Insurance, Minimum Wages Act, Labour Safety, etc. or otherwise. And in no circumstances, the MOA shall be made a party to it in case of any dispute arising out of such non-compliance.
14. In case of non-performance, part performance or non-adherence of the statutory obligations due to negligence on part of the Agency, penalty would be imposed by the MOA proportionate

to the extent of default/ non-compliance.

15. MOA shall not be responsible for any financial loss or any injury to any person deployed by the Agency in the course of their performing the functions/duties, or for payment towards any compensation.
16. The persons deployed by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees of MOA during the currency or after expiry of the Contract.
17. In case of termination of this Contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any absorption in the regular/ otherwise capacity in MOA.
18. The persons deployed by the Agency shall not claim any benefit/ compensation/ absorption/ regularization of services with Office under the provision of Industrial Disputes Act., 1947 Or Contract Labour (Regulation & Abolition) Act, 1970 or any other Act/ Rules.
19. The transportation, food, medical and other statutory requirements in respect of each personnel deployed shall be the responsibility of the Agency, not of MOA.
20. The Agency shall provide a suitable substitute well in advance if there is any probability of the person leaving the job due to his/ her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.

13. Penalty Clauses

1. Subject to terms & conditions of this document, if the agency fails to deliver the services within the time period (s)specified in the contract, the procurer shall without any prejudice to other remedies under the contract, shall impose a penalty of Rs.500/- per week, per person and a maximum of Rs. 10,000/-.
2. After 30 days' delay, MOA reserves the right to cancel the contract and withhold the agreement and get this job be carried out from other agency(s) from open market at the competitive rates. The defaulting agency will be blacklisted for a period of 2 years and the differential amount, if any, will be recovered from the contractor by forfeiting the Performance Security/ Addl. Performance security deposited by the contractor.

14.1 Annexure 1

Profile of the Applicant
(To be furnished along with the Technical Proposal Cover "A")

S. N	Particulars	Details to be filled by the Agency
1	Name of the Firm / Agency, Registered office/business address of the agency.	
2	Year of Incorporation/constitution of the Firm/Agency	
3	Name of Contact Person(s) with Address, telephone, Fax numbers, Email id.	
4	PAN No. of Firm (Attach copy of PAN)	
5	GST No. (Attach copy of Goods & Service Tax	
6	Whether registered with Registrar of Firms/Companies.	
	Date of Registration (Attach copy of Registration) (i) ESIC Registration with Code No. (ii) EPF Registration No.	
7	Firm Profile (Attach copy)	
8	Infrastructure details Whether the agency is providing manpower to reputed institutional customers like Central Government/State Government/any PSU etc. Give names of institutions where the agency is Empaneled providing such services. (Attach copy of Orders /proof)	
9	Names, address & telephone numbers of three big corporate clients may be provided for obtaining necessary confirmation regarding the standard of service and other relevant details	
10	Whether the agency has achieved annual sales turnover of Rs. 5 corers in any of the last 2 financial years, please attach copies of annual financial accounts, CA certified regarding income from supply of manpower	YES/NO Turnover for: - FY 2018-19 Rs FY 2019-20 Rs
11	Details of key resources of the agency	As per tender document

Details of key resources of the agency

Sl. No.	Name of resources/ personnel	Designation	No of years working with Agency	Contact number	Any other information
1					
2					
3					
4					

Note:

- (i) Information to be furnished in separate sheet wherever necessary.
- (ii) In case of documents, they shall be self-attested photocopies.
- (iii) BIDDERS must follow the same sequence and order in preparing bid as mentioned above

Date;

Authorized Signatory

Place:

Name:

Seal:

13.2 Annexure 2 : Financial Proposal (Cover - "B")

Name and Address of the Bidder:

Price Details:

Financial Bid for Empanelment of Agency for Outsourcing of Manpower for MOA

1	2	3
No	Description	Percentage of Service Charges to be Levied from MOA in % (Percent) of CTC of Resources
1	For Technical/Non- Technical Resources	

* CTC of employees will be decided by MOA.

* GST as applicable will be paid extra

Name & Signature of Authorized Signatory Mobile No:

E-Mail ID:

Seal of the Company

14.3 Annexure 3: Format for Evaluation of Technical Proposal

1. Technical Bid shall be evaluated first those bidders who fulfill the eligible criteria.
2. Bids will be evaluated on Technical and Financial criteria.
3. A minimum score of 80 out of 100 is required for qualifying in the technical bid evaluation. Financial bids of only those bidders will be opened who attain a minimum score of 80 out of 100 in the technical evaluation.
4. The technical bid shall be evaluated and marking shall be based on the following parameters/criteria

No	Parameters	Marks
1	Number of years providing similar service: More than 15 years – 15 points 10-14years – 10points 05-09years – 05points	15
2	Client profile – Number of Corporates, Government organizations/PSUs (list of clients to be enclosed with the technical bid) 10 and above – 15points 06-09 clients – 10points 03-05 clients – 05points	15
3	Number of satisfied clients (certificate from client organization to be attached) 10 and above - 15 points 06–09 – 10 points 03–05 - 05 points	15

4	<p>Sound financial standing of the tendering firm in terms of the combined turnover for preceding 2 years (should count only the commission earned by the company on manpower services and not the total salary routed through the company).</p> <p>More than– 40Lakh – 15 points Rs. 31Lakh to 40Lakh – 10 points Rs. 20 Lakh upto 30 Lakh - 05points</p>	15
5	<p>Presentation. It should include HRIS portal and Generation of Monthly Salary Slips, Form 16, Leave & attendance management, Performance appraisal, EPF sent, Talent development, HR Policies etc.</p>	40

4.4 Annexure 4: Format for Agreement

AGREEMENT

1. An agreement made this.....day of , 2021 BETWEEN Ministry Of AYUSH (hereinafter called "1st Party") of the one part AND <insert name and address of the service provider> (hereinafter called "2nd Party", which expression shall, where the context so admits, be deemed to include his heirs/ successors/ executors/ administrators) of the other part.
2. Whereas the 2nd Party has been selected by MOA through an open tender issued vide Reference No.....dated, and accordingly the letter of award was issued vide No.....dated... inviting to execute the contract.
3. And whereas the 2nd Party agreed to provide manpower as per the provisions in the RFP document.
4. And whereas the 2nd Party has deposited the performance security of Rs.....
(Rupees) only vide Demand Draft No. dt.
5. And whereas the 2nd Party has deposited the additional performance security of Rs.....
(Rupees) only vide Demand Draft No. dt.
6. The contract will come into force w.e.f.<Date of start work>
7. The contract shall be initially for a period of one year, which may be renewed for another year subject to satisfactory performance of the Agency and with the mutual consent of both the parties.

NOW THESE PRESENT WITNESSES AS FOLLOWS:

1. **The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:**
 - a) RFP Terms of Reference;
 - b) Submissions and Declaration as part of the Proposal submitted;
 - c) Notification of Award issued by the Authority;
 - d) Special Conditions of Contract
2. In consideration of the payments to be made by the 1st Party to the 2nd Party, the 2nd Party

hereby covenants with the 1st Party to provide the agreed Services in all respects as per the provisions of this Contract.

3. The 1st Party hereby covenants to pay the 2nd Party in consideration of the provision of the agreed manpower, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

4. The description of the services to be rendered by the 2nd Party under this contract and their prices as offered by the 2nd Party and accepted by the 1st Party are as under:

<Insert the price bid submitted by the Agency>

5. PRICE

- The price shall be firm and fixed in for one year of operation. GST shall be paid on the monthly fees/ charges at the rate as applicable.

6. PAYMENT

- The payment shall be made to the 2nd Party on monthly basis on submission of taxed invoice with supporting documents.
- While the bill for 1st month shall be paid after submission of bill for the month, payment from the 2nd month onwards shall be made subject to production of documentary evidence of having made all statutory payments such as EPF, ESI, etc. for the previous month.
- In case of any deficiency in performance or non-supply of agreed manpower, deduction shall be made proportionately from the monthly fees.
- The 2nd Party shall submit the monthly bill within 1st week of the following month. For and on behalf of the Agency

Authorized Signatory

<Name and Address of the Agency>

For and on behalf of the MoA

<Authorized Signatory>

Date:

1. Witness1
2. Witness2

14.5 ANNEXURE 5: FORMAT FOR DECLARATION

DECLARATION

I, Mr. / Ms. / Dr. Son /
Daughter /Wife of ShriProprietor
/ Partner / Director, an authorized signatory of the Company /Firm/Agency,
namelyM/sis competent to sign this
declaration and execute this tender document;

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

2. 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;

3. I do hereby undertake that the Company / Agency / Firm shall comply with all statutory provisions relating to Goods & Service tax and any other taxes / Acts / Rules relevant to the matter and in case any liability arises on CERC on this account, the Company / Agency / Firm shall bear the same;

4. It is also certified that the Company / Firm / Agency namely M/s..... having its registered office at has not been black-listed by any Government organization or Public Sector Undertaking (PSU).

Name & Signature of Authorized
Signatory Mobile No:
E-Mail ID:

Seal of the Company