



NATIONAL LEGAL SERVICES AUTHORITY

राष्ट्रीय विधिक सेवा प्राधिकरण

Department of Justice, Ministry of Law & Justice, Govt. of India

न्याय विभाग, कानून एवं विधि मंत्रालय, भारत सरकार

12/11, Jam Nagar House, Shahjahan Road New Delhi-110011

12/11 जाम नगर हाउस, शाहजहाँ रोड, नई दिल्ली-1100

Tel. 011-23382778

011-23385321

Fax 011-23382121

Email-nalsa-dla@nic.in

Website-www.nalsa.gov.in

F.No.A/01/2019-NALSA

Dated: 15.02.2019

NOTICE INVITING TENDER THROUGH E-PROCUREMENT **(For outsourcing of Manpower Services at National Legal Services Authority)**

Online Bids, under two bid systems are invited from interested registered/well-established/reputed manpower service providers through e-Tender enquiry for awarding of contract for outsourcing of manpower services in NALSA, 12/11, Jam Nagar House, Shahjahan Road, New Delhi-110011. A Demand Draft/Pay Order of **Rs. 1,00,000/- (Rupees One Lakh only)** as earnest money (EMD)/Bid Security and a DD/Pay Order of **Rs. 500/- (Rupees Five Hundred only) (Non-refundable)** as Tender fee in favour of PAO, Department of Legal Affairs payable at New Delhi may be sent/deposited to Under Secretary, NALSA, 12/11, Jam Nagar House, Shahjahan Road, New Delhi-110011. The description of services to be outsourced are as under:

S.No.	Services Description	Minimum Qualification	Requirement of Services (in numbers)
1.	UDC/Office Assistant	A minimum qualification of graduate in any subject from any recognized University with typing speed of 40 W.P.M (English/Hindi) & having good working knowledge of computer. Desirable: Minimum 5 years' experience in relevant filed.	Three (03)
2.	Dispatch Rider	A minimum qualification of 12 th pass with having a valid driving licence (L.M.V). Desirable: Minimum 5 years' experience in relevant filed.	One (01)
3.	Peon(M.T.S)	A minimum qualification of 10 th pass from any recognized Institution. Desirable: Minimum 5 years' experience in relevant filed.	Three (04)
4.	Safaiwala	A minimum qualification of 10 th pass from any recognized Institution. Desirable: Minimum 5 years' experience in relevant filed.	One (01)

2. The details of tender are mentioned in the following annexures. Please read the annexures attached with it before bidding.

Annexure-1: Instructions and invitation of tender

Annexure-2: Acceptance of terms and conditions by bidder

Annexure-3: Technical bid

Annexure-4: Checklist for technical bid

Annexure-5: Bidder's Experience

Annexure-6: General Information and terms and conditions of the tender

Annexure-7: Draft Specimen Agreement

Annexure-8: Financial Bid

3. CRITICAL DATE SHEET

Tender No.	F.No.A/01/2019-NALSA
Name of Organization	National Legal Services Authority (NALSA), 12/11, Jam Nagar House, Shahjahan Road, New Delhi-110011
Date and time for Issue/Publishing	15.02.2019, 05.30 p.m.
Document Download/sale Start Date and Time	15.02.2019, 06.00 p.m.
Document Download/Sale End Date and Time	08.03.2019, 03.00 p.m.
Bid Submission Start Date and Time	15.02.2019, 06.00 p.m.
Bid Submission End Date and Time	08.03.2018, 03.00 p.m.
Date and Time for Opening of Technical Bids	11.03.2019, 11.00 a.m.
Address for Communication	Under Secretary, NALSA, 12/11, Jam Nagar House, Shahjahan Road, New Delhi-110011. Tel: 011-23385321, 23382778 E-Mail- nalsa-dla@nic.in

- The tender form/bidder document may be downloaded from the NALSA's website: www.nalsa.gov.in and <https://eprocure.gov.in/eprocure/app>. Online Submission of Bids only through Central public procurement portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual bids shall not be accepted. Tenderers/bidders are requested to visit the website: (<https://eprocure.gov.in/eprocure/app>) and NALSA's website regularly. Any changes/modifications in the tender inquiry will be intimated by corrigendum through this website only.
- Tender Fee:** Please prepare DD/Pay Order of **Rs. 500/- (Rupees Five Hundred only) (Non-refundable)** in favour of PAO, Department of Legal Affairs payable at New Delhi as a Tender Fee and send/deposit to the Under Secretary, NALSA, 12/11, Jam Nagar House, Shahjahan Road, New Delhi-110011 on or before bids submission closing date i.e. 08.03.2019 by 03.00 p.m. Quotations received without Tender Fee will not be considered. The tenderers/bidders shall mentioned their details and contact nos. at the back side of the DD/Pay Order.
- In case, any holiday is declared by the Government on the day of opening of tender/bid, the tender will be opened on the next working day at the same time. NALSA reserves the right to accept or reject any or all the tenders/bids.
- Earnest Money Deposit/Bid Security:** The interested firms are required to deposit (in original) an Earnest Money Deposit (EMD)/Bid Security of **Rs. 1,00,000/- (Rupees One Lakh only)** in the form of Demand Draft/Pay Order from any of the Nationalized Bank in favour of PAO, Department of Legal Affairs payable at New Delhi mentioning name and contact details of the tenderer/bidder at the back side and the same be sent to the Under Secretary, NALSA, 12/11, Jam Nagar House, Shahjahan Road, New Delhi-110011 on or before bids submission closing date i.e. 08.03.2019 by 03.00 p.m. EMD will be refunded after award of contract without any interest thereon and the forfeiture of the same will be as per the rules. Bids received without EMD will not be considered.

(KAMAL SINGH)
UNDER SECRETARY

**F.No.A/01/2019-NALSA
National Legal Services Authority
12/11, Jam Nagar House, Shahjahan Road,
New Delhi-110011**

NOTICE INVITING TENDER FOR PROVIDING OUTSOURCING SERVICES OF OFFICE ASSISTANTS (03), DESPATCH RIDER (01), PEON(M.T.S) (03), SAFAIWALA (01) AT NALSA.

From:

**Under Secretary,
National Legal Services Authority
12/11, Jam Nagar House, Shahjahan Road,
New Delhi-110011**

To

Dear Sir(s),

Online Bids are hereby invited on behalf of competent Authority, NALSA, New Delhi FOR OUTSOURCE THE SERVICES OF OFFICE ASSISTANTS (03), DESPATCH RIDER (01), PEON (M.T.S) (03), SAFAIWALA (01) AT NALSA, 12/11, Jam Nagar House, Shahjahan Road, New Delhi-110011.

1. The terms and conditions of the contract are those contained in the general terms and conditions of contract applicable to the contracts placed by the NALSA as detailed in the tender forms and its annexures. Please submit your rates in the tender form if you are in a position to furnish the requisite services in accordance with the requirements stated in the attached annexures.
2. An earnest money of **Rs. 1,00,000/- (Rupees One Lakh only)** in the form of demand draft/pay order in favour of PAO, Department of Legal Affairs payable at New Delhi must be sent/deposited mentioning the contact details at the back side of DD/Pay Order to the Under Secretary, NALSA, 12/11, Jam Nagar House, Shahjahan Road, New Delhi-110011. Conditional bids shall not be considered. No overwriting or cutting is permitted in the tender documents. Such bids will be rejected outrightly.
3. The tenderer is being permitted to give tenders in consideration of the stipulations on his part that after submitting his tenders, he will not resile from his offer or modify the terms and conditions thereof. If the tenderer fails to observe and comply with the stipulations/terms and conditions the aforesaid amount of EMD/Bid Security will be forfeited by the NALSA. In the event of the offer made by the tenderer not being accepted, the amount of earnest money deposited by the tenderer will be refunded to him after applying the same by him, in the manner prescribed by this Authority.
4. The annexures of the tender form should be duly filled in all respect. In the event of the space provided on the annexures form being insufficient for the required purposes, additional pages may be added and/or uploaded. Each additional page must be numbered consecutively and be signed in full by the tenderer. In such cases reference to the additional pages must be made in the tender form. If any modification of the annexure is

considered necessary it should be communicated by means of a separate letter along with the tenders.

5. The tenders are liable to be ignored if complete information as required is not given therein or if the particulars asked for in the annexures to the tenders are not fully filled in. Individual signing the tender or other documents connected with the tender/contract may specify whether he/she signs it in the capacity of (i) a sole proprietor of the firm or attorney of such sole proprietor, or (ii) a partner of the firm if it be partnership for which he must have authority whether by virtue of the partnership agreement or power of attorney or (iii) authorised signatory if it is a company.
6. If a tenderer does not accept the offer after issue of letter of award by NALSA within 15 (Fifteen) days, the offer made shall be deemed to be withdrawn without any notice & earnest money/bid security will be forfeited.
7. In case of partnership firms, where no authority has been given to any partner to execute the contract/ agreement concerning the business of the partnership, the tender and all other related document must be signed by every partner of the firm. A person signing the tender form or any other documents forming part of the contract on behalf of another shall be deemed to warranty that he has authority to bind such other and if, on enquiry it appears that the person so signing had no authority to do so, the NALSA shall without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable for all costs and damages. Each page of the tender and the annexures to the tender should be signed by the tenderer.
8. Bids are invited under two-bid system (Technical bid and financial bids). Both technical and financial bids may be uploaded. After evaluation of technical bid, the financial bid will be opened. Financial bid will be opened only of those tenderers who qualify technically.
9. The rates quoted by firm for job/service contract in tender be given both in words and figure failing which the same is liable to be rejected. Tenders will be opened on the scheduled date and time.
10. The estimate annual contract value shall be Rs.25-30 Lakh/annum.
11. An amount equivalent to 5% of the annual value of contract is to be deposited by the selected agency/ successful tenderer as Performance Security Deposit only after receiving a communication from the NALSA. In the event of non-remittance of the same, the earnest money will be forfeited.
12. No interest on performance security deposit and earnest money deposit/bid security shall be paid by the NALSA to the tenderer.
13. Monthly wages to be paid to the outsourced manpower will be as specified in "Annexure 8" of the tender document which will be reimbursed to the contractor on submission of the bill. The tendering agency shall be responsible for compliance of all statutory provisions relating to Monthly wages as fixed by NALSA, EPF, Bonus & ESI in respect of personnel deployed by it to this office. The agency shall certify that they have complied with all the statutory obligation in each bill submitted.
14. The GST or any other tax which is as per the rules of the Govt. of NCT of Delhi or Govt. of India shall be deducted at source from monthly bills of the successful tenderer, as per rules/ instructions made applicable from time to time by government.
15. In accordance with O.M. No. 29(1)/2014-PPD dated 28.01.2014 of Department of Expenditure, Ministry of Finance, bids quoting 'Nil' service charges/consideration shall be treated as unresponsive bid and it will not be considered.

16. The bids with "NIL" services charges or Zero percentage service charges and its derivatives (0.0% to 0.99 %) will be rejected. The bidder should take care that the number, rate and amount should be written in such a way that interpolation is not possible. No column should be left unfilled which would make the tender liable for rejection."
17. The NALSA reserves the right to reduce or terminate the period of contract or to extend its duration in the interest of the NALSA, for any justifiable reasons and it is not mandatory to be communicated to the tenderer.
18. Decision of the Hon'ble Executive Chairman, NALSA shall be final for any aspect of the contract and binding to all parties.
19. Acceptance by the NALSA will be communicated by fax/email, express letter or any other form of communication or uploaded on the portal. Formal letter of acceptance and work order of the tenderer will be forwarded as soon as possible, but the earlier instructions in the fax/email, express letter etc. should be acted upon immediately.
20. The NALSA does not pledge itself to accept the lowest or any other tenders and also reserves the right of accepting the tender whole or in part. Conditional tenders will not be accepted.
21. The NALSA reserves the right to modify any of the terms and conditions of the contract as mentioned in further annexures of this document, at its discretion, in the interest of the job/work.
22. The following document/vouchers are required to be uploaded with the technical bid:-
 - (a) Registration certificate of the firm under the Govt. of NCT of Delhi.
 - (b) Minimum turnover of the firm not less than Rs. 1,00,00,000/- (Rupees One crore only) during each of the last three financial years. Certified balance sheet & Profit and Loss Account of the firm for last three year certified by chartered accountant may be provided in support.
 - (c) Last three year's continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies of Govt. of India/corporations of Govt. of India, with details in enclosed tabular form.
 - (d) Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years.
 - (e) The company/firm/agency should be registered with appropriate authorities under EPF & ESIC Act (a copy may be uploaded).
 - (f) The firm/agency/company should be registered with Income Tax and GST if any applicable (PAN, TAN number and GST registration no. may be furnished and a copy should be uploaded).
 - (g) Annexure – 4 of the tender document is required to be filled in prescribed format only.
23. Successful tenderer will have to enter into a detailed contract agreement with NALSA on non- judicial stamp paper of Rs. 100/- (One hundred only).

Yours faithfully,

(KAMAL SINGH)
Under Secretary

**TENDER FOR PROVIDING OUTSOURCING SERVICES OF OFFICE ASSISTANTS (03),
DESPATCH RIDER (01), PEON(M.T.S) (03), SAFAIWALA (01) AT NALSA.**

Full Name & Address of the tenderer in addition to Post Box No., if any, should be quoted in all communications to this office :

Telephone No. :

Telegraphic Address/FAX/ Cellular No:

E-Mail Address :

From _____

To,
The Under Secretary,
National Legal Services Authority
12/11, Jam Nagar House, Shahjahan Raod
New Dehli-110011.

I/we have read all the particulars regarding the general information and other terms and conditions of the contract for PROVIDING JOB/WORK CONTRACT **FOR THE SERVICES OF** Office Assistants (03), Despatch Rider (01), Peon/M.T.S (03), Safaiwala (01) at NALSA and agree to provide the services as detailed in the schedule/annexures herein or to such portion thereof as you may specify in the acceptance of the tender at the rates given in annexure 8 to this tender and I/we agree to hold this offer open till 90 days. The rates quoted will be valid for a period of one year in the event of award of the Contract. I/we shall be bound by a communication acceptance dispatch within the prescribed time.

I/we have understood the terms and conditions for the contract and shall provide the best services strictly in accordance with prescribed requirements.

The following pages have been added & uploaded to and form a part of this tender _____.The annexures to accompany this tender are at pages_____.

Every page so attached with this tender bears my/our signature(s) and the office seal.

Pay order/ DD No._____ of Rs._____ drawn in favour of **PAO, Department of Legal Affairs and payable at New Delhi** has been sent/deposited to NALSA.

Yours faithfully,

Signature & Seal of the Tenderer
Name & Designation:
Office Address:
Mobile:
Telephone No. :

TECHNICAL BID

Annexure-3

(Documents should be uploaded)

PART –I

1. Name of the Firm/Agency
2. Full address with Post Box No. and telephone no.
3. Constitution of the firm/ agency (Attached copy)
 - (i) Indian Companies Act, 1956
 - (ii) Indian Partnership Act, 1932 (please give names of partners)
 - (iii) Any other Act
4. (i) For Partnership firms whether registered under the Indian Partnership Act, 1932, please state further whether the partner who has signed the tender has been conferred the power to do so by partnership deed/agreement.
 - ii) If answer to the above is in negative. Whether there is any general power of attorney executed by all the partners of the firm authorizing the partner who has signed the tender.
 - iii) If the answer to point (i) and (ii) above is affirmative, please furnish a copy of either the partnership agreement or the general power of attorney as the case may be.

The copy should be attested by a Notary Public or its execution would be admitted by affidavit on a properly stamped paper (Rs. 10/-) by all partner(s)
 - iv) Name, address, tel. no. of the proprietor/partner of the agency/firm or if it is a company, the same details of the Director(s) of the company.
4. Name and full address of your banker
5. Your Permanent Income tax Acc. No., TAN and GST No. (copies of PAN/TAN and GST registration to be submitted)
6. Date of establishment of the agency/firm/company

7. Whether registered with all concerned Government authorities (EPF/ESI etc.) and having license under Contract Labour (Regulation & Abolition), Act (Copies of all certificates of registration to be enclosed)

8. Any other relevant information

PART-II

9. Earnest money deposited/sent : Yes/No
(Write draft No./date/issuing bank details)

PART-III

10. Name and address of the firm's representative and whether the firm would be representing at the opening of the tenders

11. Name and contact details of the nodal representative who will coordinate with NALSA regarding the contract

Date: _____

Place: _____

AUTHORISED SIGNATORY

Please add supplementary pages to be numbered wherever needed by the Tenderer.

Check-list for Technical Bids (these documents may be uploaded on cpp portal)

Sl.No.	Particulars	Whether enclosed (Yes/No)	Page No.
1.	Registration certificate of the firm under the Govt. of NCT of Delhi.		
2.	Minimum turnover of the firm not less than Rs. 1,00,00,000/- (Rupees one crore only) during each of the last three financial years. Certified balance sheet & Profit and Loss Account of the firm for last three years certified by chartered accountant.		
3.	Last three year's continuous experience of the firm in the field of providing such services in Central Govt. establishments/ autonomous bodies of Govt. of India/corporations of Govt. of India with details in enclosed tabular form.		
4.	Duly certified copies of the satisfactory services where the tenderer is providing the services for the last three years.		
5.	Registration certificate of the firm/agency/company with Income Tax and GST departments (PAN, TAN number and GST registration no. may be furnished and a copy should be enclosed/uploaded)		
6.	Registration Certificate of the company/firm/agency with appropriate authorities under EPF & ESIC Act.		
7.	EMD/Bid Security of Rs. 1,00,000/-		
8.	Signed & stamped copy of tender documents on each page or a certificate thereof.		

Annexure-5

Details of the Minimum 3 years' experience/work done.

S.No	Name of the Deptt./ Organization & Name of contact Person with Ph. No.	Period		No. of staff deployed	Remarks If any
		From	To		

(Authorized Signatory)

GENERAL INFORMATION & OTHER TERMS & CONDITIONS OF TENDER FOR OUTSOURCING SERVICES OF OFFICE ASSISTANTS (03), DESPATCH RIDER (01), PEON(M.T.S) (03), SAFAIWALA (01) AT NALSA, NEW DELHI.

A. Scope of Work:

The services as detailed below are to be provided in NALSA located at 12/11, Jam Nagar House, Shahjahan Road, New Delhi:

- (i) Typing/data entry/ work/diarizing/dispatch of letters/receipts filling/docketing of papers.
- (ii) Other miscellaneous work of similar nature as and when allotted by concerned Sections.
- (iii) Upkeep/arranging of files in the section.
- (iv) Photocopying of papers etc. and making sets, as required.
- (v) Any other work.
- (vi) The Normal office is 5 days a week from 9.30 A.M. to 6.00 P.M but sometimes, in emergency of work, services are to be rendered on Saturday, Sunday, Gazetted Holidays and beyond office hours also including holidays. No extra payment will be made on this account. The compensatory leave will be provided to the deployed employees for the same.
- (vii) The above work is illustrative only. This can be varied during the tender period.

B. Terms & Conditions:

1. The contract is likely to commence w.e.f. 01.04.2019 or from the date of acceptance of the tender bid whichever is later and shall continue for a period of two years, unless it is curtailed or terminated by NALSA owing to deficiency of service, sub-standard quality of personnel deployed, breach of contract, reduction or cessation of the requirements of work or indiscipline.
2. The contract shall automatically expire after two year from commencement of the contract unless extended further by the mutual consent of contracting Agency and NALSA.
3. The staff shall follow strict attendance and alternative arrangements are to be made by the agency whenever any of staff goes on leave under intimation to NALSA.
4. Changing of staff shall be with the approval of Member Secretary, NALSA.
5. The NALSA reserves the right to reject any or all quotations in whole or in part without assigning any reason. The decision of the NALSA shall be final and binding on the contractor/ agency in respect of clauses covered under the contract.
6. The staff provided shall maintain discipline in the premises of NALSA, 12/11, Jam Nagar House, Shahjahan Road, New Delhi-110011.
7. The staff provided shall be capable of reading and writing Hindi and English. The minimum qualifications are as under:-

- i. **For Clerical Services (Office Assistant/UDC)** - A minimum qualification of graduate in any subject from any recognized University with typing speed of 40 W.P.M (English/Hindi) & having good working knowledge of computer.
Desirable Qualification:-Minimum 5 years' experience in relevant filed.
 - ii. **For Messenger Services (Dispatch Rider)** - A minimum qualification of 12th pass with having a valid driving licence (L.M.V).
Desirable Qualification:-Minimum 5 years' experience in relevant filed.
 - iii. **For Peon(M.T.S)** - A minimum qualification of 10th pass from any recognized Institution.
Desirable Qualification:-Minimum 5 years' experience in relevant filed.
 - iv. **For Safaiwala** - A minimum qualification of 10th pass from any recognized Institution.
Desirable Qualification:-Minimum 5 years' experience in relevant filed.
8. The agreement is terminable with one month's notice on either side. In case of termination of this contract on its expiry or otherwise, the personnel deployed by the service provider shall not be entitled to and shall have no claim for any absorption in the regular/otherwise capacity in NALSA.
 9. The contractor shall not sublet the work.
 10. The selected agency shall provide the necessary personnel at NALSA as per labour laws prevalent in NCT of Delhi. The agency shall employ adults only who are good and reliable persons with good health. In case any of the personnel so provided is not found suitable by the NALSA, the NALSA shall have the right to ask for his/her replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.
 11. The personnel so provided by the agency under this contract will not be the employees of the NALSA and there will be no employer-employee relationship between the NALSA and the persons so engaged by the contractor in the aforesaid services. They shall be employees of the contractor/agency for all purposes.
 12. Payment for service contract will be made monthly upon submission of pre-receipted bill along with attendance sheets of the manpower, salary slip duly signed by outsourced employees and EPF/ESIC challans for submission of EPF/ESIC contribution. The contractor shall submit a certificate alongwith bill that all the statutory obligations have been complied with by him.
 13. The contractor/agency will discharge all his legal obligations in respect of the workers/supervisors to be employed/deployed by him in respect of their wages and service conditions and shall also comply with all the rules and regulations, provisions of law in force that may be applicable to them from time to time. The contractor shall indemnify and keep indemnified the NALSA from any claims, loss or damages that may be caused to it on account of any failure to comply with the obligations under various laws. In case of any dispute, the decision of competent Authority, NALSA shall be final and binding on the contractor.
 14. TDS in respect of contractor/agency will be deducted as per rules applicable from time to time.
 15. In case of tie in the lowest financial bids, the bidder having higher/highest turnover in the last financial year will be preferred.

16. The selected agency shall provide the necessary personnel at the NALSA. As per labour laws prevalent in the NCT of Delhi. The agency shall employ reliable persons with good health in the age group of 21 to 50 years. In case any of the personnel so provided is not found suitable by the NALSA, the NALSA shall have the right to ask for replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.
17. **Risk Clause: NALSA** reserves the right to discontinue the service at any time, if the services are found unsatisfactory by giving a show-cause to be replied within a week and also has the right to award the contract to any other agency at the risk and cost of current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bills or by raising a separate claim.
18. The service provider agency shall be solely responsible for the redressal of grievances/resolution of dispute related to personnel deployed and NALSA shall in no way be responsible for settlement of such issues whatsoever.
19. The contractor/agency will furnish to the NALSA the full particulars of the personnel deployed, including details like name, father's name, age, photograph, permanent address, telephone number etc. and will also ensure the verification of the antecedents of such personnel from police and also ensure that they possess the requisite academic/technical qualifications and experience for rendering the requisite services to the NALSA.
20. The tendering agency shall be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the NALSA to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
21. The personnel provided shall be under the direct control and supervision of the contractor/agency. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) authorized by the NALSA from time to time. They will be bound by office timings, duty, placement, locations etc., as decided by the NALSA.
22. The contractor/agency shall make payment of salary/wages to its personnel before 7th of every month in their bank account. After making the payment, the Contractor shall raise the bill on the NALSA for payment of the settled amount. They will submit to the NALSA a copy of their salary slip duly signed by the workers for each month along with copy of challans for submission of EPF/ESIC contribution.
23. Any loss, theft or damage to the life and/or property of the employees of the NALSA and/or property of the NALSA shall be compensated by the contractor/agency if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the personnel deployed by the contractor/agency.
24. In case of breach of any terms and conditions attached to this contract, the security deposit of the contracting agency will be liable to be forfeited by the NALSA besides annulment of the contract.
25. The terms and conditions as stipulated in the tender documents enclosed herewith, shall be part of the agreement.
26. The competent authority of NALSA may increase/decrease the number of outsourced employees under the contract as and when required in the NALSA and the firm will deploy the manpower accordingly.

27. The monthly wages as fixed by NALSA in "Annexure 8" will be paid to the staff deployed in the NALSA apart from bonus etc. The applicable wage rate will be paid to the staff employed in the NALSA as & when revised by NALSA and the contractor will claim it in his bill for reimbursement. The calculation of bill (including employer's share, service tax/GST per point per month) for services based on the wages fixed by NALSA.
28. If any staff left the office/work for longer period, it is required to inform NALSA well in advance and suitable replacement should be arranged in advance. If any staff so deployed in the office wishes to leave permanently, the staff as well as contractor should inform the office in advance and suitable replacement should be sent by the contractor. The staff should remit/deposit all the official documents/assets/consumables etc. before leaving the office failing which appropriate penalty/action as decided by the competent authority will be imposed upon contractor/agency.
29. The staff so deployed in the office, will not damage/manipulate any of the official property failing which appropriate penalty/action as decided by the competent authority will be imposed upon contractor/agency.
30. EPF/ESIC etc. will be applicable as per the regulation of EPF/ESIC department.

Contract period:

31. The contract will be initially valid for two year from the date of agreement. The contract may be further extended on the same terms and conditions for further one year as decided by the NALSA based on the mutual consent and satisfactory performance of the contractor/agency.
32. The agreement (annexure-7) is the part of the tender and its terms and conditions is also part of the tender.

LIQUIDATED DAMAGES CLAUSES:

33. Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.
33. The NALSA reserves the right to reject any or all tenders in whole or in part without assigning reason. The decision of NALSA shall be final and binding on the contractor/agency in respect of any clause covered under the Contract.
34. **Damage Charges:** A realization of only five days will be allowed to the deployed staff based on the genuine health reason for self and subject to production of genuine medical certificate. This relaxation should not become a practice. This will be allowed in rare circumstances and subject to prior information, consideration and approval of competent authority of NALSA. If above fulfilled, the damage clause for 05 days will be relaxed. Within these 05 days the firm is liable to send replacement. If replacement not joins within five days, the damage clause @ Rs. 300/- per day per worker will be imposed for whole absence period without relaxing five days and will be deducted from the bill.
35. **Commission from the deployed staff:** The firm shall not levy any commission in any form by any name from the deployed staff. If it is noticed that the firm is levying the commission from the staff the action will be taken accordingly which include legal action, forfeiture of performance security, cancellation of tender and blacklisting of the firm.

36. In case the service charges quoted by 2 or more bidder are same, the bidder scoring highest marks as given below will be awarded the contract:

1. Turnover (Average of last three financial years i.e 2015-16, 2016-17 & 2017-18).

4 - 8 Crore : 05 marks
9 - 13 Crore : 10 marks
Above 13 crore : 15 marks

2. Experience in Govt./Autonomous Departments

3 - 5 year : 05 marks
6 - 7 year : 10 marks
8 - 10 year : 15 marks
Above 10 years : 20 marks

3. Employee registered with ESI/EPF with documentary proof of ESI/EPF

50 - 75 : 05 marks
76 - 100 : 10 marks
101 - 150 : 15 marks
Above 150 : 20 marks

4. Quality

ISO or equivalent : 10 marks

DRAFT SPECIMEN AGREEMENT

This agreement is made at (place)on (month/year)..... day of between NALSA through..... (designation of the competent authority in NALSA).....which term shall include its representative, successors, assignees etc. on the first part and.....(name & address of the firm) (hereinafter called the firm) which term shall include its authorized representatives, successor, assignees etc. on the second part. Whereas the NALSA has decided to assign the annual contract for providing..... (nature of job) :.....at NALSA, 12/11, Jam Nagar House, Shahjahan Raod, New Delhi to the firm on the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

1. This agreement shall come into force w.e.f.(date)..... and will remain in force for a period for two years but can be terminated by NALSA by giving one calendar month's notice in writing of its intentions to terminate the agreement. The agreement can be renewed/extendable on same terms, if mutually agreed, for further period as decided by the NALSA subject to satisfactory performance of the contractor.
2. The firm shall be responsible for annual job work contract for providing (nature of job)..... at (location).
3. The firm will provide full particulars of every worker deployed by it for providing the services and get their character and antecedents verified from the police authorities.
4. All personnel posted at premises shall at all times and for all purposes be deemed to be employees of the firm (second part) and the NALSA shall have no liability on this account in any manner.
5. That the Firm shall ensure that all persons deployed at NALSA premises are of good character, well behaved and otherwise competent and qualified to perform the work for which they are deployed.
6. The NALSA shall have the right to ask for the removal of any personnel considered by them to be incompetent, disorderly or any other reason and such person shall not again be deployed without the consent of the NALSA.
7. The manpower deployed by the agency should work as per the working days, timings and requirement of the NALSA.
8. Wages to be paid to the outsourced manpower as per rate quoted in "Annexure 8" subject to enhancement of monthly rates by NALSA.
9. Monthly consolidated charges for the contract for providing outsourcing services at NALSA is as per terms and conditions specified and scope of work as per annexure-6 in the tender document including all the taxes viz. GST and other taxes as applicable will be paid to the firm by the NALSA. The firm will raise a bill of this amount every month and the payment released by the NALSA to the firm is subject to satisfactory performance/ services. The bill will be raised by the firm after making the payment to the workers employed by the firm to providing the services and enclose salary slip duly acknowledge by the employees with the bill. Copies of documents such as deposit challan alongwith list

of persons showing deposit of ESIC/EPF with the concerned agencies are also to be deposited with the bill.

10. The deduction of GST and income tax from the bills of the agency will be made at source as per rates applicable from time to time.

11. That the firm shall issue identity card to each of the workers engaged for NALSA. The firm will also submit educational records, AADHAR CARD, PAN Card and police verification report to NALSA.

12. That the firm/agency shall ensure that the terms and conditions of the agreement are complied with.

13. That in case the firm fails to perform any of the terms and conditions of this agreement or commits any breach of the contract, NALSA shall cancel the contract and forfeit the performance security.

14. That the firm agrees to discharge all their legal obligations in respect of their workers in respect of their wages and service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. obligations under Contract labour (Regulation & Abolition) Act, 1970, Employees Compensation Act, 1923, E.P.F., E.S.1. & M.P. Act, 1952, etc. Firm agrees to indemnify and keep indemnified the NALSA on account of any failure to comply with the obligations under various laws or damage to NALSA due to acts/omissions of Firm.

15. The monthly wages as fixed by NALSA in "Annexure 8" will be paid to the staff deployed in the NALSA apart from bonus etc. The applicable wage rate will be paid to the staff employed in the NALSA as & when revised by NALSA and the contractor will claim it in his bill for reimbursement. The calculation of bill (including employer's share, service tax/GST per point per month) for services based on the wages fixed by NALSA.

16. It is also agreed that under no circumstances, the employees/ workmen of the firm shall be treated, regarded or considered or deemed to be the employees of the NALSA and the firm alone shall be responsible for their remuneration, wages and other benefits etc. Firm shall indemnify and keep indemnified the NALSA against any claim that it may have to meet towards the employees/ workmen of the firm. Firm's employees/workmen shall have no claim to absorption/ regularization.

17. The contract is subject to the conditions that the firm shall comply with all the laws and bye-laws of Central Govt. / NCT of Delhi as applicable relating to this contract.

18. In case of any loss or damage to the property of the NALSA which is attributable to the firm, the full damages will be recovered from the firm as decided by NALSA.

19. The firm shall not transfer its right or sub- contract to anyone else.

20. The firm shall devote its full attention in service to ensure highest quality in all aspects and discharge its obligations under the contract with trust, diligence and honesty.

21. Compensation to the workers in case of any accident, loss of life during discharge of their duties shall be borne by the firm and not by NALSA in any manner.

22. The firm shall provide a Co-ordinator for immediate interaction with the organization.

23. The terms and conditions as stipulated in the tender documents shall be part of the agreement.

24. The selected agency shall provide the necessary personnel at the NALSA as per labour laws prevalent in the NCT of Delhi. The agency shall employ reliable persons with good

health in the **age group of 21 to 50 years**. In case any of the personnel so provided is not found suitable by the NALSA, the NALSA shall have the right to ask for replacement without giving any reason thereof and the agency shall have to replace such personnel immediately.

25. The outsourcing services are to be provided at NASLA office for 5 days a week from 9.30 A.M. to 6.00 P.M. Sometimes, in emergency of work, services are to be rendered beyond office hours and Saturday and Sunday and holidays also. No extra payment will be made on this account. Only Compensatory leave will be granted to the deployed employee in lieu of work done on Saturdays, Sundays and Gazetted Holidays.

26. The competent authority of NALSA may, within the outsourced manpower, increase/decrease the number of outsourced employees under the contract as and when required in the NALSA and the firm will deploy the manpower accordingly.

27. Tender's terms and conditions will be referred/interpreted if any terms and conditions not referred/reflected in this agreement. This agreement is part of the tender documents.

28. PENALTY CLAUSE: LIQUIDATED DAMAGES CLAUSE: Any misconduct/misbehaviour on the part of the manpower deployed by the agency will not be tolerated and such persons will have to be replaced immediately.

29. Damage Charges: A realization of only five days will be allowed to the deployed staff based on the genuine health reason for self and subject to production of genuine medical certificate. This relaxation should not become a practice. This will be allowed in rare circumstances and subject to prior information, consideration and approval of competent authority of NALSA. Subject to above, the damage clause for 05 days will be relaxed. Within these 05 days the firm is liable to send replacement. If replacement does not join within five days, the damage clause @ Rs. 300/- per day per worker will be imposed for whole absence period without relaxing five days and will be deducted from the bill.

30. Commission from the deployed staff: The firm shall not levy any commission in any form by any name from the deployed staff. If it is noticed that the firm is levying the commission from the staff the action will be taken accordingly which include legal action, forfeiture of performance security, cancellation of tender and blacklisting of the firm.

The decision of the competent authority at NALSA shall be final and binding on the contractor/agency in respect of any clause covered under the contract and any matter incidental to the contract.

IN WITNESS whereof the parties have executed those present on the day, month and year as mentioned above.

(Name & Address of the firm)

Witness:-

1.

2.

(For the NALSA

FINANCIAL BID

Sub: Financial bid for providing outsourcing services of Office Assistant (03), Dispatch Rider (01) and Peon (M.T.S) (03) and Safaiwala (01).

Madam/Sir,

With reference to your tender notice No. _____ dated _____ on the subject mentioned above. I/we quote the rate for above mentioned work as under:-

S.No.	Description of Payment	Rate for Office Assistant per month per Person (in Rupees) (Rs.)	Rate for Dispatch Rider per month per Person (in Rupees) (Rs.)	Rate for Peon(M.T.S)/Safaiwala per month per Person (in Rupees)
1.	Fixed Monthly wages payable to each person (per person per month)	25,500/-	19,900/-	18,000/-
2.	EPF, Employers Contribution @ _____% of S.No. 1			
3.	ESI, Employers Contributions @ _____% of S.No. 1			
4.	Bonus (____%) per month as per Delhi Govt. minimum wages Act, 1948			
5.	Sub Total (A)			
6.	Service Charges (____%) of the firm/agency on Sub Total-A			
7.	Any other charges such as Labour Licence, ID cards, Badges, Uniform & Licenses for Statutory Compliances etc. (____%)			
8.	Sub Total (B)			
9.	GST (____%) on Sub Total B			
10.	Grand Total			
11.	No. of Employees	03	01	04
12.	Total Amount per month for Total Employees			

Signature of Authorised Peron

Seal

Full Name

Date:

Place:

Note-

1. The bids with "NIL" services charges (Zero percentage service charges and its derivatives (0.0% to 0.99 %)) will be rejected. The bidder should take care that the number, rate and amount should be written in such a way that interpolation is not possible. No column should be left blank which would make the tender liable for rejection."
2. The payment shall be made on conclusion of the calendar month only on the basis of the duties performed by each person during the month.