

**Request for Proposal (RFP) for Hiring of Reputed  
Manpower Agency/ Service Provider to provide  
Technical Manpower support to East Zone LSAs of  
Director General Telecom., Deptt. of Telecom.,  
Government of India**

**O/o Special Director General Telecom., West Bengal LSA,  
82 Ballygunge Place, Kolkata - 700019.**

## Table of Contents

1. Introduction .....	1
2. Objectives: .....	1
3. Schedule for Invitation of RFP .....	2
4. Scope of Work: .....	3
5. Terms of reference .....	3
5.1. General Instructions to the bidders.....	3
5.2. Nature of job .....	6
5.3. Required number of Manpower (State/LSA wise) and Minimum Educational Qualification, Experience Criteria of Manpower to be deployed.....	6
5.4. Remuneration and Allowances Details.....	7
5.5. Yearly Financial Outlay for engagement of Technical Manpower.....	7
5.6. Minimum Eligibility Criteria for Bidders.....	8
5.7. Conflict of Interest.....	9
5.8. Language.....	10
5.9. Preparation of Bids .....	10
5.9.1. General Considerations .....	10
5.9.2. Cost of Tender .....	10
5.9.3. Deposit of Earnest money .....	10
5.9.4. Performance Security .....	10
5.10. Only One Bid .....	10
5.11. Bid Validity .....	10
5.12. Sub-Contracting .....	10
5.13. Clarification and Amendment of RFP .....	11
5.14. Technical Bid Format and Content .....	11
5.15. Taxes .....	11
5.16. Confidentiality .....	11
6. The Bid Process .....	11
6.1. Pre-Bid Conference .....	11
6.2. Tender Evaluation Committee .....	12

6.3.	Opening of Bids .....	12
6.4.	Preliminary Examination of Bids .....	12
6.5.	Clarification on Bids .....	12
6.6.	Evaluation Process .....	12
6.6.1.	Technical Bids Evaluation .....	13
6.6.2.	Normalization of Technical Score of bidders: .....	13
6.6.3.	Commercial Bid Evaluation .....	17
6.6.4.	Normalization of Financial Bids.....	17
6.6.5.	Final Score Calculation through QCBS .....	17
7.	Terms and Conditions of Manpower Outsourcing.....	18
7.1.	General .....	18
7.2.	Legal .....	20
7.3.	Financial .....	21
7.4.	Arbitration.....	23
7.5.	Indemnification.....	24
8.	Bid Formats .....	24
8.1.	Technical Bid Format .....	24
8.2.	Format for Declaration .....	27
8.3.	Undertaking for Bid Security Declaration .....	28
8.4.	Financial Bid Format .....	29
8.5.	Undertaking for Blacklisted / Debarred.....	30
9.	Agreement for deployment of manpower on outsourcing basis .....	31
9.1.	Annexure Terms and Conditions of the Agreement.....	33
10.	Service Level Agreement .....	36
11.	Check List .....	38

## **1.0 Introduction**

The office of Director General of Telecommunications (DGT) is an attached office of the Department of Telecommunications (DoT) and is headed by an Apex level officer. Director General Telecommunications (DGT) is head of 36 DoT Field Units in all the 22 Licensed Service Areas located across all over the country. Headquarter of Director General Telecommunications (DGT-HQ) is located in New Delhi.

The DGT-HQ monitors the work performed by 22 LSAs headed by HAG+/HAG Level officers. It is also mandated to undertake:

- Administrative and Establishment inspection of LSA offices.
- Conducting regional and All-India meetings for review and functioning of LSAs.
- Implementation and monitoring of various licensing conditions of all licenses issued by DoT.
- Maintenance of TARANGSANCHAR Portal to provide Electromagnetic Radiation (EMR) information for general Public.
- Giving Telecom policy related inputs to AS/CS/DS wing of DoT.
- Development, Implementation, operationalisation, and monitoring of different projects/schemes approved by DoT e.g., Telecom Analysis and Fraud Management and Consumer Protection (TAF COP), Project for graphical visualisation of pan-India mobile coverage – RF Coverage portal, PM Wi-Fi Access Network Interface (PM-WANI), AI and Facial Recognition powered Solution for Telecom SIM Subscriber Verification (ASTR), Central Equipment Identity Register (CEIR) to curtail counterfeit mobile phone market.
- Ensuring Powering of telecom towers with renewable energy.

The LSA officers represent the licensing/telegraph authority in the field. The LSA field units play an important role as an interface between the State/U.T. Governments and DoT for activities such as Right of Way issues, Smart City coordination, IPv6 implementation, improving the coverage in uncovered areas, etc. The LSA field units also function as an interface between Law Enforcement Agencies and the TSPs in the matters related to National Security. In addition to the above, the LSA field units play a crucial role in the implementation of time synchronization across the telecom network, inspection of USOF funded sites, National Broadband Mission to provide every household with broadband connectivity, using telecom analytics for protecting consumers from Cyber Frauds, etc.

## **2.0 Objectives:**

The primary objective of this RFP is to invite proposals from the bidders, to provide required number of suitable Technical Professionals (Engineering Graduates with relevant experience) on outsourcing basis to conduct works of technical nature under the different verticals of the field units of the Director General Telecom at its various offices across the country known as Licenced Service Areas(LSA).

### 3.0 Schedule for Invitation of RFP

Name of Assignment	Hiring of Reputed Manpower Agency/ Service Provider to provide Technical Professionals on outsourcing basis to conduct works of technical nature.
GeM Bid Issuing Authority	Special Director General Telecom., West Bengal LSA.
Date of issue of RFP	12 <sup>th</sup> December 2024
Date & Time of Pre-Bid Conference	19 <sup>th</sup> December 2024 (11:00 Hrs)
Publication of Pre-Bid Clarification(s) on the Department Website	24 <sup>st</sup> December 2024
Last Date & time of submission of RFPs	02 <sup>nd</sup> January 2025 (15:00 Hrs)
Date & time of opening of Technical Bid	02 <sup>nd</sup> January 2025 (15:30 Hrs)
Tentative Date & time of opening of Financial Bid	To be notified later.
Period of Contract	One year and further extendable up to additional one year at the same terms and conditions.
Mode of submission of RFPs	Online through GeM bidding.
RFP Downloading Place	www.dot.gov.in/tender and GeM Portal
Validity of the Bid	The Bid shall be valid for a period of 90 days from the last date of submission of RFP.
Consortium/ Joint Venture	Not allowed.
Contact details	O/o Special DGT, WB LSA, DoT, 3rd floor, 82 Ballygunge place, Kolkata 700019. Phone No :033-24604010.
Bid Security (EMD)	The Bid should be mandatorily accompanied with Bid Security Declaration in the specified proforma enclosed. Non-submission of Bid Security Declaration will summarily lead to the rejection of the bid.
Performance Security	5% of the Contract value, initially valid for 16 months. This will have to be extended for one more year on mutual consent if the contact period is extended.

Note: DGT (i.e. the Tender Inviting Authority, TIA) reserves the right to amend the GeM bid document, datelines, and schedules of the RFP. The bidders are requested to go through official website of this Department(www.dot.gov.in/tenders) regularly or any further modification or updation, if any, in the Tender documents.

#### **4.0 Scope of Work:**

The services of well established, and financially sound Manpower Service Providers are required to provide services of suitable Technical Professionals with relevant experience on outsourcing basis to conduct works of technical nature under the different verticals of the field units of the Director General Telecom in the East Zone at its various offices across West Bengal & other LSAs as mentioned in para 5.4.1 and to carry out orders of the higher authorities and other essential activities as per the requirement.

(i) The Agency will be responsible for deployment of qualified manpower. The manpower will be deployed as per the eligibility criteria mentioned in RFP. This dedicated team of experts/professionals would be engaged by the Agency for carrying out the assignment.

(ii) The manpower deployed by the Agency will be dedicated full time for this service as mentioned in the RFP document. To ensure quality, the Agency shall support in developing different modalities, policies, and guidelines for managing the manpower deployed for the purpose as and when required by the TIA.

(iii) For delivering the services envisaged, it is estimated that **15** Engineering Graduates with relevant experience will be required for such assignment for one-year extendable up to another one more year, on the same terms and conditions and rates on mutual consent subject to satisfactory performance of Agency/Manpower.

#### **5.0 Terms of Reference**

##### **5.1 General Instructions to the bidders**

- i. The Contract for providing aforesaid manpower is likely to commence from 01-04-2025 (tentative) and would continue for one year. The period of contract may be further extended provided the requirement of this Department for manpower through outsourcing persists at that time or may be curtailed/terminated before completion of one year owing to deficiency in service or sub-standard quality of manpower deployed by the selected service provider or because of change in this Department's requirements. The authority, however, reserves right to terminate this initial contract at any time after giving one month notice to the selected provider.
- ii. Applications must be invited by the agency from the prospective candidates meeting the relevant educational qualifications and past work experience criteria and job descriptions fixed through advertisement in widely circulated newspaper(s).
- iii. The Agency is required to shortlist suitable Manpower, fulfilling the relevant criteria involving educational qualifications and past work experience criteria and job descriptions through a transparent selection process. The Agency will supply minimum 2 times shortlisted CVs against the required manpower (Location wise).
- iv. The Nodal LSA office will cross check the credentials of the candidate shortlisted by the Agency vis-à-vis relevant educational qualifications and past work experience criteria and job descriptions. The candidates will be interviewed by the committee(s) formed by Nodal LSA and will be eligible for deployment subject to recommendation

by the committee. In case a candidate is not found satisfactory, the Agency will provide a suitable replacement within 15 days of written intimation from the authority managing the contract.

- v. The Agency shall furnish all relevant records & following certificates of the candidates shortlisted for selection:
  - Biodata of the outsourced persons.
  - Self-attested copies of all educational certificates including Matriculation Board certificate for verification of actual date of birth.
  - Self-attested copy of Degree (B. Tech/B.E.) in Electrical/Electronics/Communications/Computer Science/IT from a recognised institute with more than 65% marks (or CGPA>6.5).
  - Experience Certificate (by the Gazetted Officer of State/Centre Govt. mentioning name and contact number): At least two years of experience of working with Central / State Govt. Organisations / Central or State PSUs / Autonomous Bodies / Nationalized Banks preferably in the field of Telecommunications/ Information Technology / Co-ordination with State Govt.
  - Medical fitness Certificate issued by CDMO / District Civil Hospital Medical Officer.
  - Verification of antecedents of persons by local police authority.
  - Identity/Address Proof like Aadhaar Card, Driving Licence, Bank Account detail.
  - Two copies of recent passport size photographs (not older than 3 months) of the candidate.
- vi. The selected personnel provided by the Agency will be on the payroll of the Agency. The Agency shall ensure the availability of the shortlisted personnel's Curriculum Vitae (CVs) at the respective LSA offices within 30 days of award of contract.
- vii. The selected personnel shall not have any claims, whatsoever with regards to their service matter with the LSA field units or Government of India. Government of India or DGT or LSA will have no obligation regarding the service matters of the staff. For all purposes the staff are engaged by the Agency and not by the DGT or LSAs.
- viii. The working logistics and office space for official purposes and during office time will be provided by the respective field units i.e., LSAs.
- ix. The Nodal LSA unit will release the remuneration of manpower deployed to the Agency on monthly basis on or before 22<sup>nd</sup> of each month subject to submission of Absentee statement by the Agency duly certified by the officer-in-charge along with all statutory documents like EPF etc. as well as bank statement of payment done to the deployed staff of each month by way of e-transfer / RTGS / NEFT subject to receipt of bills, complete in all respects by 7<sup>th</sup> of the month.
- x. The Agency will also be responsible for replacement of staff within a period of 15 days from the receipt of written intimation in this regard. If any staff is found not up

to the mark, at any point of time, the LSA field unit may ask for his/her replacement which the Agency has to comply within 15 days.

- xi. The Agency will be responsible to provide a suitable substitute in the event of absence of outsourced manpower due to reasons viz. leave, illness, leaving the job due to his/ her personal reasons etc. The delay in providing a substitute beyond 15 working days from the date of intimation to the agency would attract a penalty @ Rs. 1000/- per day per person on the agency computable from 16<sup>th</sup> day of the absence of the worker. In no case total imposed penalty, during the whole contract period, should exceed 10% of the PO value under consideration of the respective LSA.
- xii. No payment will be made to the Agency for the days of absence of the outsourced manpower beyond the permissible leaves.
- xiii. The Agency will be responsible for statutory and legal compliances like EPF, leave, court matters, litigation etc. arising out of engagement of candidates by them. The Agency shall be responsible for contributions towards EPF etc. wherever applicable. The employer's share of contribution towards EPF and ESI (as applicable) are to be calculated on the minimum take home remuneration of the person concerned.
- xiv. The service charges/ administrative charges quoted by the agency should be reasonable and should not be below the threshold value of 3.85% and above the maximum value of 7% (including the transaction charges @0.85% at present) as fixed by the Deptt. of Expenditure vide guidelines no. F.6/1/2023-PPD dated 6<sup>th</sup> January 2023.
- xv. There will be quarterly review of performance of the staff engaged.
- xvi. All remuneration to the staff shall be paid by the Agency by way of electronic money transfer. Payment through cheque / cash is strictly prohibited. Release of funds to the Agency shall be subject to Agency submitting proof of electronic transfer of remuneration to the staff. The Service Provider/Agency shall be responsible for timely payment of take-home remuneration to the manpower and deposit of EPF etc. (both employee and employer share) failing which deductions will be made by the buyer as per prevalent instructions.
- xvii. The Agency/Service Provider shall be responsible for any act of indiscipline/theft/act of malpractice on the part of person deployed.
- xviii. No medical facilities or reimbursement or any sort of medical claims thereof in respect of employees provided by Agency/ Service provider will be entertained by the buyer.
- xix. Service Provider /Agency shall ensure that Staff deployed by them shall have valid mobile number in his/her name all the time during contract.
- xx. The persons deployed shall treat as confidential all data and information received from the Buyer and obtained in the execution of its responsibilities under this Contract/ Agreement, in strict confidence and will not reveal such information to any other party including the Service Provider without the prior written approval of the



Buyer. In view of this, the persons deployed shall be required to sign a tripartite non-disclosure agreement (NDA) among the TIA, the agency and the individual deployed manpower and breach of the same shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract and termination of contract.

- xxi. The Service Provider/Agency shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Buyer Department or any other authority under Law. The Buyer will in no way be responsible for the violation of any rules and/or infringement of any other laws from the time being in force, either by the deployed staff/manpower or by the Service Provider/Agency. The manpower as well as the Service Provider shall comply with the relevant rules and regulations applicable at present and as may be enforced from time to time, for which the Buyer will not be liable or responsible in any manner. The onus of compliance to all the applicable laws/acts/rules etc. shall only rest with the Service Provider.

## **5.2 Nature of job**

The following major activities of the LSAs will be managed by the proposed technical manpower:

- i. EMR audit of the BTS sites.
- ii. Service and Coverage Testing as part of MRO.
- iii. Field visits to assess coverage of existing BTS sites and QoS, with respect to PG Cases, VIP references etc.
- iv. Technical Inspection of Licensees and registration holders (TSPs, ISPs, IP-1, PoS etc.).
- v. Trainings and Awareness Workshops on EMR/POS/PM-WANI.
- vi. Attending meetings as directed by the competent authority.
- vii. Co-ordination with State Govt. and other stakeholders for implementation of DoT Projects like GatiShakti Sanchar Portal (updating of data of street furniture etc.), CBuD, RoW portal/clearances etc.
- viii. Any other work assigned by the controlling officer.

## **5.3 Required number of Manpower (State/LSA wise) and minimum educational qualification, past work experience of manpower to be deployed.**

The total requirement of Technical Manpower is for 15 numbers to be engaged on outsource basis to conduct the works as mentioned in clause 5.2 above. The deployed manpower should be above 21 years of age and not exceeding 30 years (as on 31.12.2024). The minimum educational qualification of manpower required should be as follows:

S. No.	Post	Educational Qualification & past Work Experience Details
1	<b>Technical Professional</b>	<ol style="list-style-type: none"> <li>1. Degree (B. Tech. / B.E.) in Electrical / Electronics / Communications / Computer Science / IT from a recognized institute with more than 65% marks (or CGPA&gt;6.5)</li> <li>2. At least two years of experience of working in Central / State Govt. Organizations / PSUs / Autonomous Bodies/ Nationalized Banks preferably in the field of Telecommunications / Information Technology / Co-ordination with State/UT Govt.</li> </ol>

#### 5.4 Remuneration and Allowances Details

The process of deployment of Technical Professionals on outsourced basis shall be regulated with consolidated remuneration as given below:

Name of the post	Monthly Expenditure per TP (Amount in Rs.)
<b>Technical Professional (TP)</b>	As per the total amount quoted per TP by the bidder in the financial bid in clause 8.4 of this RFP.

The candidate may be required to undertake domestic tours subject to approval of the competent authority for which they will be entitled to applicable TA/DA rates as detailed below:-

1. Hotel Accommodation:- Hotel Accommodation up to 2250/- per day, local travel up to Rs338/- per day and food bill not exceeding Rs900/- per day
2. As a matter of routine, only AC-2 Tier as mode of travel is allowed.
3. Extent DoE rules/guidelines for ticket booking etc. may be followed for all cases.

#### 5.5 Yearly Financial Outlay for engagement of TPs on Outsource basis.

The estimated tentative cost of the contract for hiring of 15 Technical Professional is Rs1,17,00,000/- (Rs One Crore Seventeen Lakh Only) including GST. The details are given below:

Sl. No.	Zone	LSA / Field Unit	Location	Proposed Technical Manpower to be hired
1		Bihar	Patna	3
2			Ranchi	1
3		Kolkata	Kolkata	1
4		Odisha	Bhubaneshwar	4

5	EAST	West Bengal	Kolkata	4
6			Gangtok	1
7			Port Blair	1
			Total	15

## 5.6 Minimum Eligibility Criteria for Bidders

The bidders not meeting any of the following criteria will be summarily rejected:

1. **Business Turnover:** The Bidder should have had a **minimum average annual turnover of Rs.59 Lakhs during the last three financial years** i.e. ( 2021-22, 2022-23 and 2023-24). Although the MSEs & Startups are exempted from the criteria of Average Annual Turnover and Experience but for the purpose of giving marks during evaluation in QCBS system, they will be given minimum qualifying marks for these parameters. However, MSEs & Startups are free to give details about their Average Annual Turnover and Experience, duly supported by relevant documents as asked for in the RFP, for which they will be awarded marks accordingly.
2. **Business Operation:** The Bidder must have a **minimum of last three financial years' experience** in supplying contractual outsourced manpower to Central/ State Govt. Departments/ PSUs/Autonomous Bodies/ Public Sector Companies/ Nationalized Banks. One Purchase Order each, per year may be enclosed as proof.
3. **Total no. of Manpower:** The Agency should have an **Experience of having successfully completed similar contracts of supplying requisite no. of manpower during last three financial years** i.e. ( 2021-22, 2022-23 and 2023-24) should be either of the following:
  - a) One similar completed contract of having supplied minimum 24 technical professionals of similar educational background and work experience to any Central / State Govt. Organizations / PSUs / Autonomous Bodies / Public Sector Companies / Nationalized Banks.

OR

  - b) Two similar completed contractsof having supplied minimum 16 technical professionals of similar educational background and work experience to any Central/ State Govt. Organizations / PSUs/Autonomous Bodies/ Public Sector Companies/ Nationalized Banks.

OR

  - c) Three similar completed contractsof having supplied minimum 12 technical professionals of similar educational background and work experience to any Central/

State Govt. Organizations / PSUs/Autonomous Bodies/ Public Sector Companies/ Nationalized Banks.

4. The Agency should be registered in India as a Limited Company/Private Limited Company/LLP. **Certificate of Registration/Incorporation in India** for minimum 3 years and should be valid on the date of Bidding.
5. The Agency should **preferably have its presence in all the LSAs of the East Zone** but presence in the LSA i.e., West Bengal LSA is a must. The presence of the Agency in more LSAs will be given preference/more marks.
6. Self-attested **PF, ESI (as applicable), GST Registration certificates**.
7. **Duly notarized Power of Attorney** (on non-judicial stamp paper of worth Rs. 100/-) in favor of authorized signatory in form of board resolution in case of a limited company to sign the bid. The signatures of authorized signatory must be attested.
8. **Declaration /Undertaking on duly Notarized Power of Attorney** (on non-judicial stamp paper of worth Rs. 100/-) **regarding non-blacklisting and debarring** as on date of bid submission, as per format.
9. Clause by Clause compliance with **NIL deviation certificate** for the RFP terms and conditions. Any deviation from RFP terms and conditions will lead to summary rejection of bid.
10. Self-attested **copy of PAN No.** against the firm's name.
11. **Valid MSE/ Startup certificate** (if applicable) to be submitted along with the BID.
12. Bid not supported by **Bid Security Declaration**, in the specified proforma enclosed, will be summarily rejected.

## **5.7 Conflict of Interest**

- i. The Agency is required to provide professional, objective, and impartial advice, at all times, holding the client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests and acting without any consideration for future work.
- ii. The Agency has an obligation to disclose to the client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract.

## **5.8 Language**

The Bid, as well as all correspondence and documents relating to the Bid exchanged between the Agency and the Nodal LSA shall be written in the English language.

## **5.9 Preparation of Bids**

### **5.9.1 General Considerations**

In preparing the bid, the Agency is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Bid.

### **5.9.2 Cost of Tender**

The Agency shall bear all costs associated with the preparation and submission of its Bid, and LSA shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The LSA is not bound to accept any Bid and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Agency.

### **5.9.3 Deposit of Earnest money**

RFP must be mandatorily accompanied with **Bid Security Declaration** in the specified format accepting that if they withdraw or modify their bids during the period of validity etc., they will be suspended for the time specified in the RFP. The undertaking for the BID Security is attached. Non-submission of the Bid Security Declaration along with the bid will summarily lead to the rejection of the bid.

### **5.9.4 Performance Security**

- i. After contract is awarded, the Agency will submit a Performance Security 5% of the Contract value within 10 days of issue of LOI.
- ii. Performance Security shall be with Nodal LSA for a period of 16 months, or any other period agreed by both the parties. This would be extendable for one more year on mutual consent if the contract period is extended.
- iii. Performance Security may be furnished in the form of Bank Guarantee from a commercial/ nationalised bank in favour of Authority initially for a period of 16 months.

## **5.10 Only One Bid**

The Agency shall submit only one Bid. If the Agency submits or participates in more than one Bid, all such Bids shall be disqualified and rejected.

## **5.11 Bid Validity**

The bids will remain valid for 90 days from the date of submission.

## **5.12 Sub-Contracting**

The Agency shall not be entitled to subcontract the Services.

### **5.13 Clarification and Amendment of RFP**

All Clarification(s) in the document should be sought during the pre-bid conference. If any suggestion towards amendment in the RFP Document is deemed necessary by Nodal LSA, then it would be communicated to all the bidders in writing or by an email.

### **5.14 Technical Bid Format and Content**

The Technical Bid shall not include any financial information. A Technical Bid containing material financial information shall be declared non-responsive.

### **5.15 Taxes**

The Agency is responsible for meeting all tax liabilities arising out of the Contract.

### **5.16 Confidentiality**

- i. From the time the Bids are opened to the time the contract is awarded, the Agency should not contact the Nodal LSA on any matter related to its Technical and/or Financial Bid. Information relating to the evaluation of Bids and award recommendations shall not be disclosed to the Agencies who submitted the Bids or to any other party not officially concerned with the process, until the publication of the Contract award information.
- ii. Any attempt by shortlisted Agencies or anyone on behalf of the Agency to influence improperly the Nodal LSA in the evaluation of the Bids or Contract award decisions may result in the rejection of its Bid.
- iii. Notwithstanding the above provisions, from the time of the Bids' opening to the time of Contract award publication, if the Agency wishes to contact the Nodal LSA on any matter related to the selection process, it should do so only in writing.

## **6.0 The Bid Process**

Two bid system will be followed with simultaneous receipt of separate technical and financial bids through GeM Portal only. Before submitting the bids, bidders may seek clarification, if any, in pre-bid Conference.

### **6.1 Pre-Bid Conference**

- i. Nodal LSA will host a pre-bid conference on the date mentioned in clause 3 (Schedules for invitation of RFP). If there is any change in date, time and venue then the same will be updated on the website for information to the bidders. No other communication either in writing or through email or any other mode will be sent by Nodal LSA for updating the same.
- ii. The bidder or its official representative (on production of authorisation letter) may attend the pre-bid conference. Bidders may confirm their participation one day in advance.

- iii. The purpose of the meeting is to provide bidders with information regarding the RFP and the requirements, and to provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP.
- iv. The response of the pre-bid conference shall be uploaded on the official website of Nodal LSA i.e., [www.dot.gov.in/tender](http://www.dot.gov.in/tender) and GeM portal.
- v. Nodal LSA may make modifications to the RFP, if necessary, as a result of pre-bid conference. All such modifications made to the RFP will be issued as corrigendum to the RFP which shall be uploaded on the official website of Nodal LSA and will become a part of the bid.
- vi. Nodal LSA reserves the right to hold/ postpone or cancel the pre-bid conference without assigning any reason.

## **6.2 Tender Evaluation Committee**

The Tender Committee constituted by the Nodal LSA shall evaluate the bid response submitted by the bidders in accordance with provision of rules of Govt. of India in vogue on the subject. The decision of the competent authority on the recommendations of the Tender Committee in the evaluation of Technical and Financial bids shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the committee.

## **6.3 Opening of Bids**

The Technical Bid, as submitted online through ‘www.gem.gov.in’, shall be opened online on the scheduled date and time at the office of Nodal LSA. In the event of the specified date of bid opening being declared a holiday, the bids shall be opened at the same time and location on the next working day.

## **6.4 Preliminary Examination of Bids**

After opening of the bids, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether the documents have been properly signed, and whether the bids are generally in order.

## **6.5 Clarification on Bids**

During the bid evaluation, the Nodal LSA may, at its discretion, ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.

## **6.6 Evaluation Process**

The Tender Committee shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Inability to submit requisite supporting documents/ documentary evidence by bidders may lead to rejection of their bids. The decision of the competent authority on the recommendations of the Tender Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Tender Committee. The Tender Committee may ask for meetings or

presentation with the bidders to seek clarifications or confirmations on their bids. The Tender Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP. The steps for evaluation are as follows:

### 6.6.1 Technical Bids Evaluation

- i. The Evaluation Committee will evaluate the Technical Bids of the bidders which clear the preliminary scrutiny.
- ii. The bidders are bound to use the format as included in the RFP document. Tender documents submitted in different formats shall lead to outright rejection of the bid.
- iii. The bidders must furnish the necessary documents to establish their eligibility, for each of the items given in the Eligibility Criteria. Relevant portions in the documents should be highlighted. The proposals fulfilling the eligibility criteria mentioned in the RFP document will only qualify the Technical Evaluation.
- iv. In the first stage, the Technical Proposal will be evaluated based on Bidder's experience in executing similar contracts, its understanding of RFP, and the experience of providing similar manpower.
- v. Only those bidders whose Technical Proposals get a score of 50 (Fifty) marks or more out of 100 (One Hundred) shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (Tn).

### 6.6.2 Normalisation of Technical Score of bidders:

The Bidder with highest qualifying technical bid (H1) will be awarded 100% score. Technical Score will be normalised for other than H1 Bidder using the following formula:  
 Normalised Technical Score of a Bidder (Tn) = {(Technical Score of that bidder/Technical score of the H1 Bidder) X 100} (adjusted to 2 decimal points)

The scoring criteria to be used for technical evaluation shall be as follows.

Sl. No.	Parameter	Supporting Document	Maximum Marks	Minimum Cut off Marks	Marking Criteria
1.	<u>Business Turnover:</u> The Bidder should have had a minimum annual turnover of Rs. 59 lakhs during each of the last three years ( 2021-22, 2022-23 and 2023-24) from exclusive activity of Manpower Providing Services.	Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for preceding three years.	15 Marks	10 Marks	Average of Annual turnover for prescribed 3 years will be taken into account and marks will be given as follows: a) 59lakhs –1 crore: 10 Marks. b) >1 crore and up to 5 crores: 12.5 Marks. c) >5 crores: 15 Marks
2.	<u>Business Operation:</u> The Bidder must have a minimum of three years' experience in	Details of Contracts relating to supplying of manpower to reputed Central / State Govt.	10 Marks	5 Marks	a) >3 years to 5 years: 5 Marks. b) >5 years and up to 10



	supplying contractual outsourced manpower to reputed Central / State Govt. Departments / Public Sector Companies / Undertakings / Nationalized Banks.	Departments / Public Sector Companies / Undertakings / Nationalized Banks in the last three years along with attested copies of the work orders.			years: 7.5 Marks. c) >10 years: 10 Marks
3.	<u>References:</u> The Bidder must have executed similar three (3) Projects in past three years. The Bidder should provide client references and contact details (email / landline / mobile) of 3 customers for whom similar projects were executed (Start and End Date of the Project to be mentioned). Note: Similar projects means that they should have supplied manpower as Engineering Graduate i.e. B. Tech./B.E. or above(not as DEO/ Skilled manpower but for technical roles) to any of Govt. entity (ies) as required under the present bid.	Client References: 1. 2. 3.	15 Marks	10 Marks	a) Similar projects =3 :10 Marks. b) Similar projects (>3 up to 5):12.5 Marks. c) Similar projects (>5):15 Marks
4.	<u>Presence:</u> The bidder should have presence (at least at the LSA Nodal State) in the States for which they are bidding.	List of Offices, Contact Person & contact details.	15 Marks	5 Marks	a) One officemandatorily in West Bengal: 5 Marks b) 3 to 4 offices incl.in West Bengal and other East Zone LSAs:10 Marks c) 5 or more offices incl. in West Bengal and other East Zone LSAs: 15 Marks
5.	<u>Total no. of Manpower:</u> The Agency should have a past Experience of having successfully completed similar contracts during last three financial year i.e. ( 2021-22, 2022-23 and 2023-24) ending last day of month previous to the one in which bids are	Satisfactory Performance documentary proof to be attached	15 Marks	5 Marks	1. If bidder has past experience equal to given criteria: 5 Marks 2. If bidder has past experience more than two times the given criteria: 10 Marks 3. If bidder has past experience more than three times the given criteria: 15 Marks

<p>invited should be either of the following.</p> <p><b>Three similar completed contracts</b> of having supplied minimum 12 technical professionals with Engineering Graduate i.e. (B. Tech./B.E. or above in specified disciplines) background and work experience in any Central/ State Govt. Organizations/ PSUs/Autonomous Bodies/ Public Sector Companies/ Nationalised Banks</p> <p>-Or</p> <p><b>Two similar completed contracts</b> of having supplied minimum 16 technical professionals with Engineering Graduate i.e. (B. Tech./B.E. or above in specified disciplines) background and work experience in any Central/ State Govt. Organizations/ PSUs/Autonomous Bodies/ Public Sector Companies/ Nationalised Banks</p> <p>-Or</p> <p><b>One similar completed contract</b> of having supplied minimum 24 technical professionals with Engineering Graduate i.e. (B. Tech./B.E. or above in specified disciplines) background and work</p>				
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	<p>experience in any Central/ State Govt. Organizations/ PSUs/Autonomous Bodies/ Public Sector Companies/ Nationalised Banks</p> <p><b>Note:</b> Bidder must have supplied manpower as Engineering Graduate i.e. B. Tech./B.E. or above (not as DEO/skilled manpower but for technical roles) to any of Govt entity/ies as required under the present bid.</p>				
6	<p><u>Technical Presentation</u> on the overall understanding of Scope of Work explaining how they will shortlist the prospective candidates; how they will ensure and prove meeting statutory compliances; how they will meet the SLA terms; how they can contribute towards successful management of contract with reference to S. No. 4.0(ii) and answering to the queries of the evaluation committee on various aspects of this RFP.</p> <p><b>Note:</b> The technical presentation shall be in physical mode/VC or which date, time, venue shall be indicated later.</p>		30 Marks	15 Marks	As recommended by the Technical Evaluation Committee

Note: Although the MSEs & Start ups are exempted from the criteria of Average Annual Turnover and Experience but for the purpose of giving marks during evaluation in QCBS system, they will be given minimum qualifying marks for these parameters. However, MSEs & Start ups are free to give details about their Average Annual Turnover and Experience, duly supported by relevant documents as asked for in the RFP, for which they will be awarded marks accordingly.

### **6.6.3 Commercial Bid Evaluation.**

- i. The Financial Bids of technically qualified Bidders will be opened on line on GeM portal on scheduled date and time at the office of Nodal LSA.
- ii. If the firm quotes service charges less than the minimum service charges/ administrative charges @ 3.85% of column “e” of monthly rate per person table in Financial Bid Format (Clause 8.4), the bid will be treated as non-responsive.

### **6.6.4 Normalisation of Financial Bids:**

The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of clause 6.6.3 (ii) above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:

Financial Score of a Bidder (Fn) =  $\{(Commercial\ Bid\ of\ L1 / Commercial\ Bid\ of\ the\ Bidder) \times 100\}$  % (adjusted to 2 decimal points)

Where, Fn = Normalized financial score of the Bidder Combined and Final evaluation is relevant for QCBS bids only. L1 = Lowest qualifying financial bid

Fn = Normalized financial score of the Bidder

### **6.6.5 Final Score calculation through QCBS:**

The final score will be calculated through Quality and Cost Selection method based on the following weightage: Technical: 30% Financial: 70%

Final score =  $(0.30 * Normalised\ Technical\ Score) + (0.70 * Normalised\ Financial\ Score)$

In the event the final score are ‘tied’, the bidder shall be decided by lottery as provided in GeM portal.

Example:

- (i) The score of the Service Providers will be given by buyer or a committee constituted by Buyer organization. The Buyer will enter the marks and upload the marks in the GeM system along with following related information:
  - Member 1: Name, Department, Designation
  - Member 2: Name, Department, Designation
  - Member 3: Name, Department, Designation
- (ii) Only those Service Providers that have achieved at least minimum qualifying score in all the parameters will be treated as qualified and only their financial proposals will be opened.
- (iii) After opening and evaluating the Financial Proposals of technically qualified bidders, a final combined score is arrived based on predefined relative weight ages.
- (iv) The proposal with the highest weighted combined score (quality and cost) shall be selected.

(v) QCBS Formula -After filling the technical score, the system will open financial bid of all qualified Service Providers and compute QCBS score as given below:

Total Score will be calculated by GeM based on the Technical and Financial marks awarded by the committee members and the applicable QCBS weightage.

Service Provider 1 =  $83 \times 0.3 + 83 \times 0.7 = 83$

Service Provider 2 =  $89 \times 0.3 + 100 \times 0.7 = 96.7$

Service Provider 3 =  $100 \times 0.3 + 91 \times 0.7 = 93.7$

Contract will be awarded to Service Provider 2 as it has obtained the highest Final Score.

	Technical Evaluation		Financial Evaluation		Result	Remarks
Weightage	30%		70%			
	Marks	Score Calculated	Marks	Score Calculated		
Service Provider 1	75	83.33	120	83.33	83.33	
Service Provider 2	80	88.89	100	100.00	96.7	<b>H1</b>
Service Provider 3	90	100.00	110	90.91	93.7	

## 7.0 Terms and Conditions of Manpower Outsourcing

### 7.1 General

- i. The contract shall likely to commence from the date of placing of order for a period of one year unless it is curtailed or terminated by the authority owing to inefficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
- ii. The period of the agreement will be one year. The agreement is further extendable, on mutual consent, upto one year at the same rates, terms and conditions and rates of the agreement .
- iii. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its right and liabilities under this agreement to any other agency or organization.
- iv. The manpower service provider will be bound by the details furnished by him to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished is found to be false at any stage, it would be deemed as breach on terms of agreement making it liable for debarment of bidder for 2 years for participating in LSA tenders and legal action in addition to termination of the agreement.
- v. The authority reserves the right to terminate the agreement during initial period also after giving one month notice to the manpower service provider.

- vi. The persons deployed shall be required to report for work at the scheduled time at the locations for which the selection is made (Refer list 5.4.1) and perform his/her duties as detailed in Clause 5.2 (Nature of Job) of Tender/Bid. In case of administrative exigency, he/she may be required to work beyond the scheduled duration. In case, the person deployed remains absent on a particular day or comes late/leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
- vii. The manpower service provider shall nominate a coordinator/supervisor who shall be responsible for immediate interaction with the concerned officers of LSAs so that optimal services of the persons deployed could be availed without any disruption.
- viii. The entire financial liability in respect of manpower services deployed in LSAs as per list at 5.4.1 shall be that of the manpower service provider and the DGT/LSAs will in no way be liable. It will be the responsibility of the Manpower service provider to pay to the person deployed a sum not less than the rate finalised through the bid and produce such evidence as may be required by the office concerned. The manpower provider must produce the deposit of EPF/ESI (as applicable) slip regularly of their people working at the respective LSA office of each month before submission of bill for release of monthly payment.
- ix. For all intents and purposes, the Manpower service provider shall be the “Employer” within the meaning of different rules in respect of manpower to be deployed. The persons deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship with DGT/LSAs.
- x. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The DGT or LSAs shall in no way be responsible for settlement of such issues whatsoever. In case of grievances, the deployed person can place their grievance before a joint committee consisting of a representative of LSA of place of working and an authorized representative of the manpower service provider.
- xi. The DGT/LSA shall not be responsible for any financial loss or any injury to any person deployed by the manpower service provider in the course of their performing the functions/ duties, or after expiry of the agreement.
- xii. The person deployed by the manpower service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the current or after expiry of the agreement.
- xiii. In case of termination of this agreement on its expiry or otherwise, the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or in other capacity.
- xiv. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment at LSA under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the manpower service provider.
- xv. The manpower service provider must be registered with the concerned Govt. Authorities i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance corporation etc. and a copy of valid registration (on date of bid

submission) or having applied for extension to the authorities concerned to those effect should be submitted. The manpower service provider shall complete with all the legal requirements for obtaining License under Contract Labours and Abolition Act, 1970 if any, at his own part and cost.

- xvi. The manpower service provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the manpower service provider. The manpower service provider shall be responsible for contribution towards provident Fund and Employees State Insurance, wherever applicable.
- xvii. The persons deployed by the manpower service provider should have clean track records and no criminal case should be pending against them.
- xviii. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote goodwill. The manpower service provider shall be responsible for any act of indiscipline, misbehaviour, misconduct by the person deployed.
- xiii. Firms who have previously defaulted in execution of outsourcing contract on deployment of manpower with LSA/DGT will not be considered under any circumstances during the currency of such blacklisting/debarment period.
- xiv. The working days of Technical manpower shall be same as regular Government employees working in LSAs. No extra remuneration shall be allowed for working beyond office hours or on Saturdays/Sundays. The attendance shall be marked in biometric system. They will be eligible for 8 days leave in a single year on pro-rata basis and shall not draw any remuneration beyond 8 days in a year. Un-availed leave in tenure of single year cannot be carried forward to next year.

## **7.2 Legal**

- i. The persons deployed shall during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the manpower service provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- ii. The manpower service provider shall be responsible for compliance of all statutory provisions relating to minimum consolidated amount in respect of the persons deployed in the office concerned. The office concerned shall have no liability in this regard.
- iii. The manpower service provider shall also be liable for depositing all taxes, levies etc. on account of service rendered by it to the DGT/LSA to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the office concerned.

- iv. The manpower service provider shall maintain all statutory registers under the Law & shall produce the same, on demand, to the authority of LSA or any other authority under law.
- v. Any other instruction towards deduction from income received by Govt. from time to time will be strictly followed.
- vi. In case the manpower service provider fails to comply with any liability under appropriate law, and as a result there of, the department or the office concerned input to any loss/obligation, monetary or otherwise, the DGT/LSA will be entitled to get itself reimbursed out of the outstanding bills or performance security deposit of the manpower service provider to the content of the loss or delegation of monetary terms.
- vii. The Agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration to employed persons and non-deposit of statutory dues with the concerned agencies like E.P.F., E.S.I.(as applicable) and GST etc. The Head of LSA will have no liability towards non payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage in caused to the DGT/LSA by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the performance security Deposits.
- viii. In case of theft/damage of Govt. property during the period of duty of any person provided by the manpower service provider the same should be reported to the Police through the head of office at the earliest. However, the loss arising out of theft/damage of Govt. property, shall be borne by the manpower service provider (by way of adjustment from the performance security deposit/unpaid bills). Excess amount after adjustment if any will also be borne by the manpower service provider.

### 7.3 Financial

- i. RFP must be mandatorily accompanied with Bid Security Declaration in the specified format accepting that if they withdraw or modify their bids during the period of validity etc they will be suspended for the time specified in the RFP The undertaking for the BID Security is attached. **Non submission of Bid Security Declaration along with the bid will summarily lead to rejection of the bid.**
- ii. If the bidder withdraws or modify the bids during the validity etc., they will be suspended for 3(Three) years from participating in any Tender process of the organization.
- iii. In case of successful bidder, if the agency fails to deploy the required manpower against the initial requirement within 60 days (30 days to supply shortlisted candidates from date of PO + 15 days for Interview and selection of right candidates by LSA + 15 days' joining time to candidates) from date of placing the order the bidder will be suspended from participating in any bid process of the organization for the stipulated time period specified in the RFP.
- iv. The successful bidder will have to deposit a performance security deposit i.e. 5% of the Contract value. Performance Security may be furnished in the form of Bank



Guarantee from a commercial/ nationalised bank in favour of Authority covering the period of contract. In case, the contract is further extended beyond initial period, the performance security will have to be renewed accordingly.

- v. In case of breach of any terms and conditions attached to this agreement, the performance security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
- vi. The Manpower service provider shall furnish the bill in triplicate along with all the required documents like proof of electronic transfer of remuneration of last month to the staff along with proof of having deposited EPF/ESI (as applicable) contribution of previous month including attendance sheet duly verified by the authorized officer of the LSA in respect of the persons deployed and submit the same to the prescribed authority in the respective LSA in the first week of the succeeding month. As far as possible the payment will be released by 22<sup>nd</sup> of the succeeding month.
- vii. Agency will release the monthly remuneration to deployed staff by 10<sup>th</sup> of every month by way of NEFT.
- viii. The claims in bills regarding Employees State Insurance (as applicable), Provident Fund, and GST etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of Head of the concerned LSA.
- ix. The amount of penalty calculated @ 1000/- per day per person on account of delay, if any, in providing a substitute for the period beyond 15 working days by the Manpower service provider shall be deducted from its monthly bills in the succeeding month.
- x. In the event of any dispute arising in respect of the clauses for the agreement, the same shall be resolved through negotiation with the Director/DDG of the concerned LSA. If the dispute is not resolved within 30 (thirty) days after written notice of any dispute by one Party to the other, the same shall then be resolved through the mechanism of a Dispute Resolution Committee. This Dispute Resolution Committee shall comprise of representatives of both the Buyer and the Seller / Service Provider and shall be chaired by the Head of WB LSA, Kolkata. If the parties reach an agreement on settlement of the dispute, they may draw up and sign a written settlement agreement. Such settlement agreement shall have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute rendered by an arbitral tribunal under section 30 of the Arbitration and Conciliation Act 1996. If the Dispute Resolution Committee is not able to resolve the matter within 30(thirty) days of its formation, the dispute shall then be referred to Arbitration.
- xi. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority who has executed the agreement, is located i.e. the Nodal LSA.

- xii. The successful bidder will enter into an agreement with Nodal LSA for supply of suitable and qualified manpower as per requirement on the above terms and conditions.
- xiii. The Employer's share of contribution towards E.P.F., E.S.I. (as applicable), G.S.T.(if applicable), and Service Charge of the manpower service provider shall not be deducted from the take home remuneration of the employee. The manpower service provider shall deposit all statutory dues with the concerned authority and claim the same from the concerned Govt. department/office along with its Service Charge by producing documentary proof of payment.
- xiv. The Employee's share of contribution towards E.P.F and E.S.I (as applicable) shall be deducted by the manpower service provider from the minimum take home remuneration of the employee for deposit of the same with the concerned authorities.
- xv. The Authority reserves right to withdraw or relax any of the terms and conditions mentioned above so as to overcome problems if any encountered at a later stage.

#### **7.4 ARBITRATION:**

- (i) In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred for adjudication through the arbitration by the Sole Arbitrator appointed by the DGT, DoT, New Delhi, in accordance with the Arbitration and Conciliation Act, 1996, further as amended from time to time. There will be no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with them after to which the agreement relates or that in the course of his duties as a Government Servant/PSU employee he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the DGT, DoT, New Delhi shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.
- (ii) The arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act,1996 and the rules made there under, any modification there off or the time being in force shall be deemed to apply to the arbitration proceeding under this clause.
- (iii) The venue of the arbitration proceeding shall be the office of the DGT, DoT, New Delhi or such other places as the arbitrator may decide.
- (iv) All contractual disputes shall be dealt with in accordance with Rule 227 of GFR 2017 and DoE "General instructions of procurement and project management" containing instructions to deal with dispute cases.
- (v) It is also a term of the contract that if any fees are payable to the arbitrator these

shall be paid equally by both parties.

## 7.5 Indemnification

The successful bidder will have to indemnify the Authority i.e., D G Telecom DoT or any of its office/officers and will submit a duly notarised undertaking as follows:

It is my/our responsibility to ensure compliance of all the Central and State Government rules and Regulations with regard to the provisions of the services under this Agreement. I / We indemnify and shall always keep Department indemnified against all losses, damages, claims, legal procedures, actions taken against Department by any authority / office in this regard. I shall in no manner, whatsoever, hold D G Telecom DoT, or any of its office/officers responsible for any loss /illness/death of deployed manpower during execution of duties/works under the agreement.

## 8.0 Bid Formats

### 8.1 Technical Bid Format

1	Name of Agency	
2	Profile of the Agency	
3	Name of proprietor/ Director of Agency	
4	Full Address of Registered Office	
	a. Telephone No. b. Fax No. c. E-Mail Address	
5	Full Address of Operating/ Branch Office/ contact person	
	a. Telephone No. b. Fax No. c. E-Mail Address	
6	Banker of Agency with Full Address (certified copy of Account statements for the last three years issued by the Bank)	
	Telephone No. of the Bankers	
7	Whether registered as a Company or as a partnership firm (including Limited Liability Partnership) under the Companies Act, 1956 or partnership Act as the case may be (Attach attested copy of the registration)	
8	Registration and License No. of Agency under Contract Labour (Regulation and Abolition) Act, 1970 (Attach attested copy of the registration)	
9	PAN No. of the Company (Attach attested copy of the PAN Card of the Agency)	Attach copy of PAN Card of the agency attested by **

10	GST Registration No. (Attach Attested copy of the registration Certificate)	**
11	EPF registration No. (Attach attested copy of the registration certificate)	**
12	ESI registration No. (Attach attested copy of the registration certificate, if applicable)	
13	The list of Central/ State Government/ PSUs or Public Limited Companies, offices/organizations to which the agency has supplied technical manpower over the period of last 3 (three) years to 3 Central/ State Govt./ Autonomous Bodies/ Banks/ PSU/ Public Limited Company. (Attach documentary proof) Note: The bidder must have supplied manpower of similar educational background (Engineering Graduate) (not as DEO/skilled manpower but for technical roles) to any of Govt entity(ies) as required under the present bid.	Award letters and successful completion letters to be attached.

14. Financial turnover of the Agency for following 3 Financial Years. (Copies of the IT returns filed during three financial years and copies of the turnover statements of the three years duly certified by the Chartered Accountant to be attached):

Financial Year	Amount (Rs. In Crore)	Remarks, if any
2021-22		
2022-23		
2023-24		

(Attached separate sheet if space provided is insufficient)

15. List of cities/stations and States where manpower supplied in the past (attach documentary proof).
16. List of cities/stations and States where the company has the branch offices (attach documentary proof). As per the qualification criteria, the agency must have at least one office in the jurisdiction of the zone for which they are bidding.
17. Number of regular employees of the Agency (Proof thereof may be enclosed).

Financial Year	Number of Employees (category-wise break-up may be provided)

18. Details of major contracts with Central Government/ State Government/ PSUs/ Public limited company handled by the tendering Agency for providing manpower during the last three years in the following format (attested copies of the last three years work award may be enclosed)  
\* Copy of supporting papers along with certificate about the performance of the agency, if any, should be enclosed:

S No	Details of client along-with address, telephone and FAX numbers	Amount of Contract (Rs. In Lacs)	Duration of Contract		Nature of Contract		Remarks, if any
			From	To	Type of manpower provided	No. of persons deployed	

(If space provided is insufficient, a separate sheet may be attached).

19. Number of technical manpower per month provided to Central Government/ State Government/ Autonomous Bodies/ PSUs/ Public limited company during immediately preceding last 12 months.
20. Details of infrastructure available with the firm/agency along with Regional Centre/offices, if any, for supplying manpower.
- (If space provided is insufficient, a separate sheet may be attached)
21. Valid MSE/startup certificate to be submitted along with the BID.
22. Duly notarized Power of Attorney (on non-judicial stamp paper of worth Rs. 100/-) in favour of authorized signatory in form of board resolution in case of a limited company to sign the bid. The signatures of authorized signatory must be attested.
23. All other documents mentioned under clause 5.3.2
24. A check list covering most of the required documents to be submitted along with the bid is attached as clause 11.0 for reference. Document(s), if any, other than the one(s) mentioned in the check list should also be attached.

## 8.2 Format for Declaration

I/We, \_\_\_\_\_ Son / Daughter / Wife of Shri \_\_\_\_\_ Proprietor / Director, authorized signatory of the Service Provider / Firm, mentioned above, is competent to sign this declaration and execute this tender document;

1. I/we have carefully read and understood all the terms and conditions of the tender and undertake to abide to them; I /we agree to comply all the terms and conditions mentioned in the RFP and there is NIL deviation (or mention deviations if any)
2. The information / document 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. We are not involved in any major litigation that may have an impact or affect or compromising on the delivery of service as required under this tender.
4. I/we undertake that I/we shall obtain all Registration(s) / Permission(s) / License(s) etc. which are/may be required under any Labour Law or other Legislation(s) for providing the services under this RFP / Agreement.
5. It is my/our responsibility to ensure compliance of all the Central and State Government rules and Regulations with regard to the provisions of the services under this Agreement.
6. I / We indemnify and shall always keep Department indemnified against all losses, damages, claims, legal procedures, actions taken against Department by any authority / office in this regard.
7. I shall in no manner, whatsoever, hold DG Telecom DoT, or any of its office/officers responsible for any loss /illness/death of deployed manpower during execution of duties/works under the agreement.
8. I/we undertake to comply with the applicable provisions of all welfare legislation and more particularly with the Contract Labour (Regulation and Abolition) Act, 1970, for carrying out the purpose of this Agreement.
9. I/ We shall further observe and comply with all Government laws concerning employment of staff employed by me/us and shall alone be responsible to make monthly wages/salaries and other statutory dues like Employees Provident Fund, Employees State Insurance (if applicable), Professional Tax, Employees Deposit Link Insurance, Bonus Gratuity, Maternity etc. to my/our employees, which in any case shall not be less than **those approved in the RFP and mentioned in the Agreement** for the category of persons employed by me /us from time to time or by the Central or State Government and / or any authority constituted by or under any law shall duly pay all sums of money to such staff as may be required to be paid under such laws. It is expressly understood that I/We am/are fully responsible to ascertain and understand the applicability of various Acts and take necessary action to comply with the requirements of laws.

Yours faithfully,

(Signature of Authorized Person(s))

(with Seal)

Place: \_\_\_\_\_

Name \_\_\_\_\_

Date: \_\_\_\_\_

Designation \_\_\_\_\_

### 8.3 Undertaking for Bid Security Declaration

To

The Special DGT/Addl. DGT,  
\_\_\_\_\_

Dear Madam/Sir,

I / we Mr. / Ms. \_\_\_\_\_ (authorised person to sign the bid documents for tender for providing Technical Manpower to DG Telecom, DoT, Govt of India, Manpower Service Provider) do here by declare that I/we have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them. I /we agree to comply all the terms and conditions mentioned in the RFP and there is NIL deviation.

I/we further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.

If I/we withdraw or modify the bids during the period of validity, or if I/we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline as defined in the tender document, we will be suspended for the period of 3 years from being eligible to submit bids/proposals for contracts with DG Telecom, DoT, Govt of India or any of its office located pan India.

Place .....

Signature of Bidder With seal of firm

Date.....

(Name of Bidder)

## 8.4 Financial Bid Format

i. Name of Tendering Manpower Service Provider:

ii. Rate per person per month:

Manpower type	Monthly Rate Per Person (Rs.)						
	Fixed Remuneration	EPF @12% of remuneration ceiling of remuneration @ 15000	EDLI @(max 0.5% of remuneration	Admin. Charge @ 0.5% of remuneration	Total = (a) + (b) + (c) + (d)	GST @18% of Column (e)	Service charges inclusive of applicable GST (on column (e)) (in INR) (Bidder can quote =>3.85% of Column (e))
	(a)	(b)	(c)	(d)	(e)	(f)	(g)
Technical Professional	50050.00	1800.00	75.00	75.00	52000.00	9360.00	To be quoted by bidder in INR

Date: \_\_\_\_\_

Signature of Proprietor/Service Provider  
(Seal)

Place: \_\_\_\_\_

Full Name: \_\_\_\_\_

NOTE:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. Bidder to quote only the Service charges(in INR) **inclusive of applicable GST**. Service charges quoted in terms of %age will not be accepted. The fraction of Rupees quoted will be rounded up to nearest rupees. **(Bidder can quote Service Charges =>3.85% of column "e" of above monthly rate per person table limited to a maximum of 7% as fixed by the Deptt. of Expenditure vide guidelines no. F.6/1/2023-PPD dated 6<sup>th</sup> January 2023).** Bidders quoting Service Charges as "Nil" or <3.85% of column "e" of the above monthly rate per person table will be outrightly rejected.
3. The consolidated remuneration shall be paid per person per month and will be computed as per the revision, if any, in the statutory charges issued by Govt. of India during the period of the contract.



### 8.5 Undertaking for Blacklisted / Debarred

I, \_\_\_\_\_ son of /wife of Shri \_\_\_\_\_ and Director  
/ Partner/Proprietor of M/s \_\_\_\_\_

do hereby solemnly affirm and declare as under:-

1. That I am the sole Proprietor /partner/Director/ of M/s -----  
----- which is currently not  
debarred and / or black-listed by any Deptt. Of Central Govt. /State Govt./PSU/Public bodies /  
Municipalities and not having any ongoing litigation or court case pending or any other money  
suits.
2. In case this information is found incorrect at any time, even after award of work, I hereby  
undertake that my PBG may be forfeited by authority in addition to other punitive measures  
mentioned in the present bid

Signature of Proprietor /Partner/Director

Note: If the firm has been debarred and / or blacklisted by any Deptt. Of Central Govt./State  
Govt./PSU/Public bodies / Municipalities in past and now the order has been revoked or period  
finished or court case is under process, then firm should furnish details of such cases.

## 9.0 Agreement for deployment of manpower on outsourcing basis

The Agreement is made on this.....day of .....between Nodal LSA here in after referred to as the first party(Authority)

AND

M/s.....repre-  
sented by ..... here in after called the second party (Manpower Service Provider) which expression shall where the context so requires or admits, also include the successors or assignees of the other part.

Whereas the “Authority” desires that the services of ..... are required at the locations as mentioned in the list at Clause 5.4.1 of the Bid document.

And whereas the “Manpower Service Provider” has offered its willingness to the same in conformity with provisions of the agreement.

And whereas the “Authority” has finalized the rate as per the terms and conditions of the agreement to the “Manpower Service Provider”.

### **Now This Agreement Witnesses as Below:**

1. That the RFP/Bid document and the Annexure containing the Terms and conditions shall be deemed to form and to be read and construed as part of this agreement. In case of any discrepancy here and in the RFP/Bid terms & conditions, the latter will prevail.
2. That in consideration of the payment to be made by the Authority to the Manpower Service Provider, the Manpower Service Provider hereby agrees with the Authority to provide personnel to be engaged as per requisition of Nodal LSA in conformity with provisions of the Terms and conditions in tender document.
3. That the Authority hereby further agrees to pay the manpower service provider as per the contract price at the time and in the manner prescribed in the said Terms and conditions
4. That in the event of any dispute that may arise it shall be settled as per the Terms and conditions of the tender.
5. That this agreement is valid up to one year from the date of executing order by the service provider and further extendable by one more year on mutual consent at same terms and conditions and rates.
6. That the termination of this contract shall be effected due to any reason as per terms and condition of tender by either party with a prior notice of one month.

IN WITNESS WHEREOF the parties have caused their respective common seals to be here in to set their respective hands and seals on the day and year first written above.

Signature of the officer Authorized to Sign on behalf of premises manpower Service provider Authority).

Signature of the Authority (An officer acting in the For and on behalf of the authority)

IN THE PRESENCE OF WITNESS

Witness:

1.Name.....  
Address:.....  
.....

2.Name.....  
Address.....  
.....

Witness:

1.Name.....  
Address:.....  
.....

2.Name.....  
Address.....  
.....

## **9.1 ANNEXURE TERMS AND CONDITIONS OF THE AGREEMENT**

1. The Agreement shall commence from.....(date) and shall continue till.....(date) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The agreement shall automatically expire on .....(date) unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions/deletions/ modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency.
5. The Manpower Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, such documents furnished by it are found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving one month notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work in time as per their nature of duty and shall work under the officer as may have been kept in charge of the office/Department and would leave after completion of duty hours and remain beyond duty hour in exigency for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/leaves early on two or three occasions, proportionate deduction from the remuneration for one day will be made.
8. The person deployed may be called on holidays to attend duty and shall be paid extra remuneration as per rates approved by this office on attending such duty.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the LSA so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in different locations under Nodal LSA or office concerned shall be that of the Manpower Service Provider and the DGT/LSA concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and show such evidence as may be required by the DGT/LSA or Office concerned.

11. For all intents and purpose/the Manpower Service Provider shall be the “Employer” within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the DGT/LSA or Office concerned.
12. The Manpower Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The DGT/LSA shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by Manpower Service Provider the deployed person can replace their grievance before a Joint Committee consisting of a representative of the Nodal LSA or Office concerned and an Authorized representative of the Manpower Service Provider.
13. The Nodal LSA shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
15. In case termination of this Agreement on its expiry or otherwise, the persons deployed by that, Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Department, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if, required under the Act.
18. The Manpower Service Provider shall provide a substitute well in advance if there occurs 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 Manpower Service Provider. The Manpower Service Provider shall be responsible for contribution towards Provident Fund and Employees State Insurance, wherever applicable.
19. The persons deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.

20. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the LSA or office concerned. The Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
21. The persons deployed shall, during the course of their work, be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the Nodal LSA or Office concerned. The Nodal LSA or Office concerned shall have no liability in this regard.
23. The Manpower Service Provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the Nodal LSA or Office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the LSA Office concerned.
24. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand to the authority of the DGT/LSA Office concerned or any other authority under Law.
25. In case, the Manpower Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the DGT/LSA or the office Concerned is put to any loss/obligation, monetary or otherwise, the Office Concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
26. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non- payment of statutory dues. The DGT/LSA or Office Concerned will have no liability towards non-payment of remuneration of the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the DGT/LSA or Office Concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
27. In case breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.

28. The Manpower Service Provider shall raise the bill in triplicate, along with attendance sheet duly verified by respective LSA office in respect of the persons deployed and submit the same to the Head of the LSA of the station of deployment in the first week of the succeeding month.
29. The amount of penalty calculated @Rs.1000 per day on account of delay, if any, in providing a suitable substitute for the period beyond 15 working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
30. The Authority reserves the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
31. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation as per clause 7.3 (x). Clause 7.4, as above would apply in all such cases of contractual disputes which will not be resolved as per clause 7.3(x).
32. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

## 10.0 Service Level Agreement

Manpower Agency/selected bidder is expected to meet the following Service Levels in the normal course of carrying out the activities as per the detailed Scope of Work. In case of default on any or all such Service Levels, the concerned LSA reserves the rights to levy penalties on the second party.

S.No.	Service	Expected Service Level	Penalty level in case of default
1	After award of the contract, the Agency has to shortlist suitable manpower, fulfilling the relevant educational qualifications and past work experience criteria and job description through a transparent selection process as stipulated in the RFP terms. The agency will supply minimum 2 times shortlisted CVs against the required no. of manpower (location wise).	Within 30 days after signing the contract	Penalty @ Rs. 1000/- per day per person beyond permissible 30 days subject to maximum one month's bill.
2	Initial deployment of contractual outsourced manpower at the location after	Within 15 days of receipt of intimation from Nodal LSA	Penalty @ Rs. 1000/- per day per person on the service providing agency

	signing the Contract and intimation by Nodal LSA after the committee has given the recommendations on selected candidates.		for the number of days delayed beyond permissible 15 days for deployment of outsourced manpower.
2	Replacement of contractual outsourced manpower at request of Nodal LSA	Within 15 days of receipt of request from Nodal LSA	Penalty @ Rs. 1000/- per day per person on the service providing agency for the number of days delayed beyond permissible 15 days for deployment of selected candidates limited to maximum of 01 (one) month bill amount.
3	Replacement of contractual outsourced manpower at the request of the Selected Agency (should only be allowed under exceptional circumstances).	Within 15 days of receipt of request from Nodal LSA	Penalty @ Rs. 1000/- per day per person on the service providing agency from the 16 <sup>th</sup> day of the absence of the outsourced manpower limited to maximum of 01 (one) month bill amount.
4	Replacement of contractual outsourced manpower at the request of the contractual outsourced manpower in case of resignation or illness more than 15 days	Replacement giving substitute within 15 days.	Penalty @ Rs. 1000/- per day per person on the service providing agency from the 16 <sup>th</sup> day of the absence of the outsourced manpower limited to maximum of 01 (one) month bill amount.
5	In case of theft, loss, damage etc. to the PC/LAPTOP/Tablet/ handheld device or EMF radiation measurement tool provided by LSA for field work to the outsourced contractual manpower.	Within 15 days of information of damage/ loss etc.	Loss to be made good as per actual invoice price with permissible depreciation in case equipment is more than 1 year old along with imputed cost of data (if any) to be decided by LSA Head.



## 11.0 Check List

<b>To be Filled up by Bidder (Check List)</b>			
<p><b>All bidder has to fill up the format. Bidder should attach the document in following manners 1. Bid Document 2. Required documents, all pages should be numbered and page no of concerned document is to be mentioned in the given column. Bidders are requested to submit only relevant document asked in the bid.</b></p>			
Sl. No.	Document	Submitted/ Not Submitted	Page No/Reference (Location of document in the submitted bid)
1	<b>Bid Security Declaration:</b> Non submission of Bid Security Declaration along with the bid will summarily lead to rejection of the bid.		
2	<b>Business Turnover:</b> Copy of the audited Balance Sheet and / or Certificate of the Chartered Accountant for 2020-21, 2021-22 & 2022-23. Copies of the IT returns filed during three financial years and copies of the turnover statements of the three years duly certified by the Chartered Accountant to be attached.		
	2021-22		
	2022-23		
	2023-24		
3	<b>Business Operation:</b> Details of Contracts of having supplied manpower to reputed Central / State Govt. Organizations / Public Sector Companies / Undertakings / Nationalized Banks in the last three years viz. 2020-21, 2021-22 & 2022-23 along with attested copies of the work orders and satisfactory performance certificates from the Clients. Submission of details of older contracts will help the bidder in securing better marks as detailed in the Technical Evaluation criteria.		
	2021-22		
	2022-23		
	2023-24		
4	Experience of having successfully completed <b>similar contracts of supplying requisite no. of manpower</b> during last three financial years i.e. (2020-21, 2021-22 and 2022-23):		
	One similar completed contract of having supplied minimum 24 technical professionals with Engineering Graduate i.e. (B. Tech./B.E. or above in specified disciplines) background and		

	work experience in any Central/ State Govt. Organizations/ PSUs/Autonomous Bodies/ Public Sector Companies/ Nationalized Banks. OR		
	Two similar completed contracts of having supplied minimum 16 technical professionals. OR		
	Three similar completed contracts of having supplied minimum 12 technical professionals. OR		
5	<b>Client References:</b> The Bidder should provide client references and contact details (email / landline / mobile) of 3 customers for whom similar projects were executed (Start and End date of the Project to be mentioned). The submission of any references in addition to a minimum of three references will help the bidder in securing better marks as detailed in the Technical Evaluation criteria.		
6	<b>Certificate of Registration / Incorporation</b> in India for minimum 3 years and should be valid on the date of Bidding.		
7	<b>Proof of having presence in West Bengal LSA &amp; other LSAs of the East Zone:</b> List of Offices, Contact Person & Contact details to be supplied along with documentary proof.		
8	<b>Self-attested PF, ESI (as applicable), GST Registration certificates.</b>		
9	<b>Duly notarized Power of Attorney</b> (on non-judicial stamp paper of worth Rs. 100/-) in favour of authorized signatory.		
10	<b>Declaration / Undertaking regarding non-blacklisting and debarring</b> as on date of bid submission.		
11	<b>NIL deviation certificate</b> as a proof of Clause-by-Clause compliance of all the terms and conditions of the RFP. Signing of all the pages of the RFP.		
12	<b>Self-attested copy of PAN No.</b> in the firm's name.		
13	<b>Valid MSE / Startup certificate</b> (as applicable).		
14	List of cities/stations and States where manpower supplied in the past.		
15	List of cities/stations and States where the company has the branch offices.		
16	Number of regular employees of the Agency.		
17	Number of technical manpower per month provided to Central Government/ State Government/ Autonomous Bodies/ PSUs/ Public limited company during immediately preceding last 12 months.		