



भारत सरकार/गृह मंत्रालय



भारत के महारजिस्ट्रार एवं जनगणना आयुक्त का कार्यालय

2-ए, मान सिंह रोड, नई दिल्ली-110 011

निविदा सूचना सं. 35302/05/आरएफपी/2013–डीपीडी दिनांक 07.10.2013

भारत के महारजिस्ट्रार एवं जनगणना आयुक्त के नई दिल्ली स्थित कार्यालय एवं इस कार्यालय के अधीन विभिन्न राज्यों की राजधानियों में स्थित 17 जनगणना कार्य निदेशालयों के लिए कम्प्यूटर अस्सिटेड कोडिंग हेतु डाटा एन्ट्री आपरेटर की आपूर्ती के लिए प्रतिष्ठित फर्मों से द्वि बोली प्रणाली (तकनीकी बोली और वित्तीय बोली) में मुहरबंद निविदाएं आमंत्रित की जाती हैं। इच्छुक फर्मों द्वारा अपनी तकनीकी बोली और वित्तीय बोली को अलग–अलग लिफाफों, जिन पर स्पष्ट अक्षरों में निविदा सूचना और निर्धारित तारीख भली भांति लिखी हो, को एक बड़े लिफाफे में रखकर 28/10/2013 को 03.00 बजे तक भेजा जा सकता है। निविदा दस्तावेज को किसी भी कार्य दिवस पर 21/10/2013 तक प्रातः 11.00 बजे से सांय 04.00 बजे तक भारत के महारजिस्ट्रार एवं जनगणना आयुक्त के कार्यालय, 2–ए, मानसिंह रोड, स्थित बिक्री काउण्टर से 1000/– रुपए के निविदा शुल्क (अप्रतिदेय) का नकद अथवा ''भुगतान एवं लेखाधिकारी (जनगणना)'' नई दिल्ली को ''नई दिल्ली'' देय डिमाण्ड ड्राफ्ट के द्वारा भुगतान करके प्राप्त किया जा सकता है। इसको भारत के महारजिस्ट्रार एवं जनगणना आयुक्त के कार्यालय की वेबसाइट **www.censusindia.gov.in/Tender** से भी डाउनलोड किया जा सकता है परंतु निविदा की लागत के संबंध में 1000/– रुपए का भुगतान यथाउल्लेखित डिमाण्ड ड्राफ्ट से ही करना होगा।

पूर्णेन्दु कान्त
अवर सचिव (मुख्यालय)





Government of India

Ministry of Home Affairs



Office of the Registrar General, India

2-A, Man Singh Road, New Delhi-110011

Tender Notice NO. 35302/05/RFP/2013-DPD Dated 07.10.2013

Sealed Tenders are invited in two bid system (Technical Bid & Financial Bid) from reputed firms for supply of Data Entry Operators for Computer Assisted Coding for Office of the Registrar General & Census Commissioner, India, New Delhi and for our 17 Directorate of Census Operations located at different state capitals. Intending firms should send their Technical Bid and Financial Bid in separate envelopes, duly superscribed with the Tender Notice Number and the due date in bold letters contained in a bigger cover latest by 3.00 P.M. of 28.10.2013. The Tender Document can be procured from Sales Counter of the ORG&CCI at 2-A, Man Singh Road on payment of tender fee (non-refundable) of 1,000/- by cash or Demand Draft in favour of "Pay & Accounts Officer (Census)" payable at "New Delhi" on any working day upto 21.10.2013 between 11.00 A.M. to 04.00 P.M. The same can also be downloaded from ORGI's web-site **www.censusindia.gov.in/Tender** but payment of 1,000/- towards tender cost needs to be paid in DD as mentioned above.

Purnendu Kant
Under Secretary (Hqrs.)

2011
Our CENSUS, Our FUTURE.

REQUEST FOR PROPOSAL for

Engagement of Agency for Supply of Operational IT Manpower

Tender Reference Number: 35302/05/DPD-2013-14:0027 Dated: 07/10/2013

Office of the Registrar General & Census Commissioner , India
Government of India
Ministry of Home Affairs
2A , Mansingh Road New Delhi – 110011

Contact No(s): 11-23070629,23381623,23381917,23384816 Fax No(s):11-23383145

ORGI - Data Processing Division (DPD) New Delhi
E- Wing, 2nd Floor, Pushpa Bhawan, New Delhi – 110062
Contact No(s): 29054857, 29051558, 29054560, 29955275 Fax No(s):29054631, 29052295
E-mail ID(s):edp.rgi@nic.in,
Website: ***www.censusindia.gov.in***

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Disclaimer

The information contained in this Request for Proposal (RFP) document or information provided subsequently to bidder or applicants whether verbally or in documentary form by or on behalf of Office of Registrar General and Census Commissioner , India (ORGI), is provided to the bidder on the terms and conditions set out in this RFQ document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by ORGI to any parties other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this RFP document is to provide bidder with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. ORGI makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. ORGI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

Section 1 – BID Schedule and Address

Sl. No.	Description	
1	Tender Name	**Engagement of Agency for Supply of Operational IT Manpower**
2	Tender Reference Number	***35302/05/DPD-2013-14:0027 Dated: 07/10/2013***
3	Date of Commencement of sale of Bidding Document	07/10/2013
4	Last date and time for sale of Bidding Document	21/10/2013 3.00 P.M.
5	Last date and time of receiving vendor Pre-bid clarifications in writing	21/10/2013 4.00 P.M.
6	Last date and time for Bid Submission	28/10/2013 3.00 P.M.
7	Date and Time of Technical Bid Opening *Date and Time of Commercial Bid Opening will be intimated by email after completion of Technical evaluation*	28/10/2013 3.30 P.M.
8	Place of Bid Submission and opening of Technical Bids as well as Commercial Bids	Office of the Registrar General, India Govt. of India ,MHA, 2A, Mansingh Road Delhi -110011
9	Name and Address for communication	Shri Purnendu Kant , US(HQ) Office of the Registrar General, India Govt. of India ,MHA, 2A, Mansingh Road Delhi -110011.
10	Bid Related Queries	**Edp.rgi@nic.in** **Rkumar.rgi@nic.in** **011-2905457,29051558,29054560** **Fax No(s):29054631, 29052295**

11. The detailed RFP document indicating the scope of work, qualifying requirements, bidding forms and procedure for submission of proposal for RFP can be obtained till **21st October ,2013** by 3.00 P.M. from Office of Registrar General India , 2A Man Singh Road , New Delhi -110011 on payment of Rs. 1000/- (Rupess One Thousand only) as tender processing fee (non-refundable) by DD/ Pay Order payable at Delhi in favour of *"The Pay & Accounts Officer (Census)"* or can be download from the website www.censusindia.gov.in and Rs. 1000/- tender processing fee paid in form DD/Pay order along with the tender document.

Note: Bids will be opened in the presence of the bidders' representative who chooses to attend.

Section 2 – Introduction

2.1 About ORGI

The Census of India is conducted under the provision of the Census Act 1948 and the census rules , 1990. IN India, Population Census is a Union Subject (Article 246) and is listed at serial no 69 of the Seventh Schedule of the Constitution. The census act, 1948 forms the legal basis for the conduct of Censuses in independent India, Although , the Census Act is an instrument of Central Legislation , in the scheme of its execution , the State Governments provide the administrative support for the actual conduct of the census.

The responsibility of conducting the decennial Census rests with the Office of the Registrar General and Census Commissioner, India under Ministry of Home Affairs, Government of India. It may be of historical interest that though the population census of India is a major administrative function; the Census Organization was set up on an ad-hoc basis for each Census till the 1951 Census. The Census Act was enacted in 1948 to provide for the scheme of conducting population census with duties and responsibilities of census officers. The Government of India decided in May 1949 to initiate steps for developing systematic collection of statistics on the size of population, its growth, etc., and established an Organization in the Ministry of Home Affairs under Registrar General and ex-Officio Census Commissioner, India. This Organization was made responsible for generating data on population statistics including Vital Statistics and Census. Later, this office was also entrusted with the responsibility of implementation of Registration of Births and Deaths Act, 1969 in the country.

2.2 Objective

ORGI requires the services of a reputed /Software/Web Development /IT manpower providing agency for providing requisite Operational manpower (Data Entry Operator) . Their services are required to assist ORGI in carrying out Image Based Data Entry work. Operators should be minimum 12th Pass with adequate Knowledge of Data Entry work having proper speed of Data Entry work.

Section 3 - Scope of Work

3.1 The scope of work covers supply of Operational IT Manpower (Data Entry Operators) for data entry work over a period varying from six month to One year, which may be extended depending upon the requirement. The manpower required for the various DCO's located in the following States. All Resources should be on the payrolls of the bidder.

S.No.	State Name
1	**CHANDIGARH**
2	**UTTRANCHAL**
3	**DELHI**
4	**RAJASTHAN**
5	**UTTARPRADESH**
6	**BIHAR**
7	**ASSAM**
8	**WEST BENGAL**
9	**JHARKHAND**
10	**ODISHA**
11	**CHHATTISGARH**
12	**MADHYA PRADESH**
13	**GUJARAT**
14	**MAHARASHTRA**
15	**ANDHRA PRADESH**
16	**KARNATAKA**
17	**KERALA**
18	**TAMIL NADU**

The bidder should be able to provide the manpower at any data center or location as and when demanded by ORGI within one week time from the receipt ot the order

3.1.1 Present Requirement:

Location	Data Entry Operators	Total
18 Nos. of Data Centers Located at Various States including Delhi.	**1355**	**1355**
Total	**1355**	**1355**

3.1.2 The present requirement are about 1355 Operational manpower Resources . However, ORGI reserves the right to increase / decrease this number, anytime during the contract period.

3.1.3 The Bidder is expected to quote for the supply of manpower for these 1355 (Operational) Resources for Image based data extraction/entry/correction and primarily Computer Assisted Coding (CAC) work. The job descriptions, responsibilities and skill sets are mentioned in para 3.3.

3.1.4 The resources are expected to work in three shifts 24x7x365. (Three Shift , all Seven Days, All 365 Days).

3.2 Single Point of Contact

The short listed L1 Bidder shall appoint a single point of contact with whom ORGI will deal for any activity pertaining to the requirements of this RFP during the contract period.

3.3 Job descriptions and responsibilities

Operational Manpower

Sr. No.	Details	
4.	**Operational Staff**	
1.	Designation	**Operational Staff / Data Entry Operator**
2.	Job Responsibility	• Data Entry Work (Imaged Based / text / Ms excel / MS word)
3.	Education and experience:	• Minimum 12th Pass / preference may be given to Graduate with suitable experience in data entry work / Preferably with 1-2 years of relevant working experience in data entry work (Image Based).
4.	Key competencies:	• IT knowledge with good understanding of Ms word/MS excel with good typing /Data Entry Speed Minimum 8-10 Thousands Key Depression Per Hour. For Computer Assisted Coding (CAC) work Minimum Expected Entry should be atleast 10,000 Entry per operator / per day ***Note : (Around 5-6 Key stroke/ depression per entry)***
5.	Work Hours	• (24 x 7 x 365)
6.	Minimum Norms	Each manpower deployed by the Firm should meet out the norms set by the ORGI.

After the release of the Population Census Abstract (PCA), bulk of the processing of data requires Computer Assisted Coding (CAC) in respect of different variables i.e.

1. Relation Ship
2. Mother Tongue
3. Other Language
4. Educational attainment
5. National Industrial Classification (NIC)
6. National Classification of Occupation (NCO)
7. Migration

The Production Norms for output (numbers of records per day / week by each operator) will be set by the ORGI for each types of variables. The same norms should be meet out by the Operational manpower deputed by the firm. In case norms would not meet out by the deputed manpower then same should be compensated by the firm either deputing extra manpower / extended extra hours on free of cost to meet out the target on stipulated time.

Section 4 – Eligibility Criteria

4.1 Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the resources necessary to meet the requirements, as described in the tender document. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to successfully deploy the resources for the entire period of the contract. The bid must be complete in all respects and should cover the entire scope of work as stipulated in the document.

4.2 Eligibility Criteria

The invitation to bid is open to all Bidders who qualify the Eligibility Criteria as given below:

(a) The organization bidding must be a registered company under the Indian Companies Act, 1956 since the last 3 years or more.

(b) The organization must have offices in Delhi NCR.

(c) Company must be ISO 9001:2000 certified

(d) The bidder should have minimum annual turnover of Rs. One (1) crores during the last three financial years (2009-10, 2010-11, 2011-12).

(e) Bidder should have experience in providing bulk IT operational manpower (Data Entry Operators)/ support (24*7) to at least 2 customers (Government Departments, Public Sector Undertaking / Banks etc.) for at least 3 years as on 01 January 2013.

(f) The organization must have web-site dedicated for information sharing.

(g) The organization should have a valid EPF code.

(h) The organization should have Service Tax Registration and PAN No.

(i) Bidder should not have been black listed by any State Government, Central Government or any other Public Sector Undertaking or a Corporation or any other Autonomous Organization of Central or State Govt. as on Bid date there has been no litigation any Government department on account of Similar services. An undertaking shall be provided.

(j) The Earnest Money Deposit (EMD) of **Rs.50,000/-** (Rupees Fifty thousand) only, should be necessarily accompanied with the Technical Bid of the service provider in the form of Bank Draft drawn in favour of "The Pay & Accounts Officer (Census)" payable at "New Delhi" **failing which the tender shall be rejected summarily.**

(L) Submission of Action Plan covering strategy for –
1) Recruitment
2) Deployment

3) Retention
4) Administration
5) Payroll Management

(M) A non-refundable Demand Draft/PO Order for Rs. 1000/- towards cost of RFP document, in case bid format was downloaded from the website of the ORGI and bid processing fee was not paid by the bidder.

(N) The bidder should have experience in Data Entry or processing form using Image Based software (minimum 1 Crore forms in last three years) .

Note :

The successful bidder will have to deposit a Performance Security Deposit of **Rs.5,00,000/-(Rupees Five Lakh)** only in the form of Bank Guarantee from any Nationalized Bank drawn in favour of ORGI covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful bidder.

Section 5 – Instruction to Bidders

A. The Bidding Document

5.1 RFP

1. RFP shall mean Request for Proposal.
2. Bid, Tender and RFP are used to mean the same.
3. The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its bid without any further reference to the bidder.

5.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and ORGI will in no case be responsible or liable for those costs.

5.3 Content of Bidding Document

The Bid shall be in 2 separate envelopes, Envelope A, and B.

5.4 Clarifications of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents may notify ORGI in writing at ORGI's address or through email any time prior to the deadline for receiving such queries as mentioned in Section 1.

Bidders should submit the queries only in the format given below:

Sr. No	Document Reference	Page No	Clause No	Description in RFP	Clarification Sought	Additional Remark (if any)

Bidders can send an email as per Section 1 if they want to clarify issues and doubts on any matter that may be raised. Replies to all the clarifications, modifications received through mail and reply will be sent via email. Any modification to the Bidding Documents which may become necessary as a result of the pre-bid queries shall be made by ORGI by issuing an Addendum.

5.5 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, ORGI, may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents

Amendments will be provided in the form of Addenda to the Bidding Documents, which will be posted in ORGI's website. Addenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda had been taken into account by the Bidder in its bid.

In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, ORGI may, at its discretion, extend the deadline for the submission of bids, in which case, the extended deadline will be posted in ORGI's website.

From the date of issue, the Addenda to the tender shall be deemed to form an integral part of the RFP.

B Preparation of Bid

5.6 Period of Validity of Bids

Bids shall remain valid for a period of 90 days after the date of bid opening as mentioned in Section 1 or as may be extended from time to time. ORGI holds the right to reject a bid valid for a period shorter than 90 days as non-responsive, without any correspondence.

In exceptional circumstances, prior to expiry of the bid validity period, ORGI may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bank Guarantee provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

5.7 Format of Bid

The bidders shall prepare one hard copy (marked as "ORIGINAL")

5.8 Signing of Bid

The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder.

All pages of the bid, except for printed instruction manuals and specification sheets shall be initialed by the person or persons signing the bid.

The bid shall contain no interlineations, erasures, or overwriting, except to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

The bid shall be signed by a person or persons duly authorized to bind the bidder to the contract. Such authority shall be either in the form of a written and duly stamped Power of Attorney (Annexure F) or a Board Resolution duly certified by the Company Secretary, which should accompany the Bid.

C Submission of Bid

5.9 2-Envelope Bidding process

The Bid shall be prepared in 2 different envelopes, Envelope A and Envelope B.

Each of the 2 Envelopes shall then be sealed and put into an outer envelope marked as **"Request for Proposal (RFP) for Engagement of Agency for Supply of Operational IT Manpower."** The inner and outer envelopes shall be addressed to ORGI at the address mentioned in Section 1. The inner envelopes shall indicate the name and address of the Bidder.

If the outer envelope is not sealed and marked as indicated, ORGI will assume no responsibility for the bid's misplacement or premature opening.

5.10 Contents of the 2 Envelopes

Envelope "A" Eligibility Cum Technical Criteria.

The following documents shall be inserted inside Envelope A:

1. Bid Submission form (without price) – Annexure A.
2. Bidder Information – Annexure B
3. Declaration for Clean track Record – Annexure C.
4. Declaration of Acceptance of Terms and Conditions – Annexure D.
5. Declaration of Acceptance of Scope of Work – Annexure E.
6. Power of Attorney for Signing of Bid – Annexure F
7. Eligibility Criteria Matrix – Annexure G
8. Terms and Conditions as mentioned in Section 9 duly signed on all pages.
9. Last three years audited balanced sheet and profit and loss statements.
10. Non-Disclosure Agreement – Annexure L
11. Reference site details and customer contact details.
12. Declaration by bidder – Annexure N
13. Undertaking by bidder – Annexure O
14. In case form is downloaded from website, processing Fee of Rs.1000/- (DD in the name of "The Pay & Accounts Officer (Census)" payable at "New Delhi".
15. DD of EMD of Rs. 50,000/- (Rs. fifty thousand) for each type of bids drawn in favour of "The Pay & Accounts Officer (Census)" payable at "New Delhi". (Please refer para of section 4 of the tender document.)

Envelope "B" Commercial Bid:

1. Commercial Bid Form – Annexure H
2. Summary of Prices - Annexure J

5.11 Bid Submission

The Bidder should bear all the costs associated with the preparation and submission of their bid and ORGI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Bids sealed in accordance with the Instructions to Bidders should be delivered at the address as mentioned in the Section 1.

The offers should be made strictly as per the formats enclosed.

No columns of the tender should be left blank. Offers with insufficient/inaccurate information and Offers which do not strictly comply with the stipulations given in this RFP, are liable for rejection.

5.12 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.13 Rejection of Bid

The bid is liable to be rejected if:

- The document doesn't bear signature of authorized person.
- It is received through Telegram/Fax/E-mail.
- It is received after expiry of the due date and time stipulated for Bid submission.
- Incomplete/incorrect Bids, including non -submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by the ORGI.
- No bid shall be rejected at bid opening, except for late bids and those that do not conform to bidding terms.

5.14 Deadline for Submission

The last date of submission of bids is given in Section 1, unless amended by ORGI through its website.

5.15 Extension of Deadline for submission of Bid

ORGI may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through ORGI website, in which case all rights and obligations of ORGI and Bidders will thereafter be subject to the deadline as extended.

5.16 Late Bid

Bids received after the scheduled time will not be accepted by the ORGI under any circumstances. ORGI will not be responsible for any delay due to postal service or any other means.

5.17 Modifications and Withdrawal of Bids

Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

5.18 Right to Reject, Accept/Cancel the bid

ORGI reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

ORGI does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Tender without assigning any reason whatsoever. ORGI also has the right to re-issue the Tender without the Vendors having the right to object to such re-issue

5.19 RFP Abandonment

ORGI may at its discretion abandon the process of the selection of Vendor for Manpower Supply any time before notification of award.

5.20 Bid Evaluation Process

The Bid Evaluation will be carried out in 2 stages:

Stage 1 – Envelope A will be evaluated. Only those Bidders who have submitted all the required forms and papers and comply with the eligibility cum technical criteria will be considered for further evaluation.

Stage 2 –Envelope B which is the commercial bid will be opened only for the All eligible bidders.

5.21 Contacting ORGI

From the time of bid opening to the time of Contract award, if any Bidder wishes to contact ORGI for seeking any clarification any matter related to the bid, it should do so in writing.

Section 6 - Bid Opening

6.1 Opening of Bids

Bids will be opened in 2 stages:

Stage 1 – In the first stage only the Eligibility cum Technical Bid i.e. Envelope A will be opened.

Stage 2 – In the second stage the Commercial Bids i.e. Envelope B will be opened.

6.2 Opening of Technical Bids

ORGI will open Envelope "A" in presence of Bidders representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by ORGI from time to time.

The representatives of the Bidder have to produce an authorization letter from the Bidders to represent them at the time of opening of Technical bids. Only one representative will be allowed to represent each Bidder. In case the Bidder's representative is not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the ORGI.

The bidder's representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for ORGI, the bids shall be opened at the appointed time and place on next working day.

6.3 Opening of Commercial Bids

All the eligible bidders (Full fill all the Eligibility cum technical Criteria) would be considered for commercial bid opening.

Those Bidders who are eligible will be intimated the date, time and address for opening of Commercial Bids by the department official website www.censusindia.gov.in.

The representatives of the Bidder have to produce an authorization letter from the Bidders to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the Bidder's representative is not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the ORGI.

Section 7 – Bid Evaluation

7.1 Preliminary Examination of Eligibility Criteria

ORGI will examine the bids to determine whether they are complete, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the eligibility criteria will be taken up for further technical evaluation.

ORGI may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.

If a Bid is not substantially responsive, it will be rejected by ORGI and may not subsequently be made responsive by the Bidder by correction of the nonconformity. ORGI's determination of bid responsiveness will be based on the content of the bid itself.

7.2 Evaluation of Eligibility Bids

Compliance to Technical Requirement stipulated in the RFP, duly supported by documentary evidence will be evaluated in detail.

Written reply, if any, submitted in response to the clarification sought by the ORGI, if any, will be reviewed.

To assist in the examination, evaluation and comparison of bids ORGI may, at its discretion, ask any or all the Bidders for clarification and response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

ORGI may interact with the Customer references submitted by bidder, if required.

7.3 Evaluation of Commercial Bids

Arithmetic errors in the Bids submitted shall be treated as follows:

1. Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern; and
2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of the ORGI, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
3. Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Commercial Bid, the amount obtained on totaling the line items in the Commercial Bid will govern.

Commercial bids of only the eligible short-listed bidders will be opened and evaluated.

7.5 Successful Evaluated Bidder

Bidder Quoted the lowest rates will be declared as successful evaluated bidder who will be called L1 Bidder.

7.6 Scoring Matrix

Commercial Evaluation

SUMMARY OF PRICES

S No	Resource Type	Present Requirement Approx	Total Price (INR) (all inclusive) Man-Month cost (per person per month) .			
			Amt	**Taxes**	**Total**	Remark
1.	Data Entry Operator(Operational Staff)					
TOTAL PRICE FOR THE PURPOSE OF BID EVALUATION						

i) **Price quoted is inclusive of all taxes and duties. However service tax shall be paid extra where applicable.**

Section 8 – Terms and Conditions

PART A – GENERAL TERMS & CONDITIONS

8.1 Definitions

"Contract" means the Contract Agreement entered into between ORGI and the Contractor.

"Contract Period" means the period mentioned in the Contract.

"Contract Price" means the price or prices arrived at which will form the Contract Agreement.

"Contractor" means the successful Bidder who has been issued the Notification of Award.

"ORGI" means Office of the Registrar General, India

"MHA" means Ministry of Home Affairs, Government of India.

"Evaluation Committee" Shall mean the committee constituted by RG&CS

"Intellectual Property Rights (IPR)" means any and all copyright, moral rights, trademark, patent and other intellectual and proprietary rights, title and interests worldwide whether vested contingent, or future, including without limitation all economic rights and all exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from extract or re-utilize data from, manufacture, introduce into circulation, publish, enter into computer memory, otherwise use any portion or copy in whole or in part, in any form, directly or indirectly, or authorize or assign others to do so.

"Resource(s)" /Personnel shall be the people provided to ORGI for the job described
in this RFP.

8.2 Notification of Award

After selection of the L1 bidder for providing Operational IT manpower, after obtaining internal approvals and prior to expiration of the period of Bid validity, ORGI will send Notification of Award to the selected Bidder.

At the same time as ORGI notifies the successful Bidder, ORGI will send them Contract Agreement for execution.

Upon the successful Bidder furnishing the signed Contract Agreement and the Performance Security, ORGI will promptly notify each unsuccessful Bidder.

8.3 Signing of Contract

Within 30 days of receipt of the initial Notification of Award the successful Bidder shall execute the Contract with ORGI. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

8.4 Term of the Contract

The term of this Contract shall be for a period of Two year commencing from the date of Notification of Award.

8.5 Performance Guarantee

As Security Deposit for any default, the successful bidder shall submit to ORGI, within 14 days of Notification of Award submit Performance Guarantee Rs. 5,00,000 (Rupees Five Lakh) valid for contract period.

8.6 Taxes and Duties

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per current rate while making any payment.

Commercial Bid should be inclusive of all taxes, duties, charges and levies of State or Central Governments as applicable, VAT/Sales Tax, insurance, service taxes etc.

The benefits realized by Contractor due to lower rates of taxes, duties, charges and levies shall be passed on by the Contractor to ORGI.

8.7 Acceptance Procedure

After staffing is completed for every resource, an acceptance sign off shall be issued to the Contractor. However this shall not be binding for the entire term of the contract. If the resource is not found satisfactory on a continuous basis, ORGI holds the right to ask the Contractor to take back the resource and give another resource.

8.8 Extension of Contract and Repeat Orders

The Contractor shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this contract, to the satisfaction of and as directed by the ORGI up to a period of twelve (12) months (completion period) reckoned from the date as notified in the Notification of Award and may be extended for further up to Twelve (12) months on satisfactory performance by the Contractor. However, even in case, the contractor is not interested to extend the contract for a further period of 12 months period, he will be essentially required to execute the work at least for next 6 months period on the same rates and terms & conditions of the contract.

ORGI has right to alter (increase or decrease) the number of resources.

ORGI has right to place repeat order to the Contractor for any resources mentioned in this RFP.

8.9 Price

Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever.

8.10 Confidentiality

The Vendor shall (whether or not he submits the tender) treat the details of the documents as secret and confidential.

The Vendor also ensures the following for all resources supplied by him:

8.11 Indemnity

The Bidder hereby indemnifies, protects and saves ORGI and holds ORGI harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly or indirectly from

(i) an act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement,

(ii) breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,

(iii) bonafide use of the deliverables and or services provided by the Bidder,

(iv) misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfill the scope of this project,

(v) claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this contract,

(vi) breach of confidentiality obligations of the Bidder,

(vii) gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, sub-contractor or any of their employees by the bidder for the purpose of any or all of the obligations under this agreement. The Bidder shall further indemnify ORGI against any loss or damage arising out of loss of data, claims of infringement of third-party copyright, patents, or other intellectual property, and third-party claims on ORGI for malfunctioning of the equipment or software or deliverables at all points of time, provided however, (i) ORGI notifies the Bidder in writing immediately on being aware of such claim, (ii) the Bidder has sole control of defense and all related settlement negotiations.

Bidder shall be responsible for any loss of data, loss of life, etc, due to acts of Bidder's representatives, and not just arising out of gross negligence or misconduct, etc, as such liabilities pose significant risk. The Bidder shall indemnify ORGI (including its employees, directors or representatives) from and against claims, losses, and liabilities arising from:

1. Non-compliance of the Bidder with Laws / Governmental Requirements.
2. Intellectual Property infringement or misappropriation.
3. Negligence and misconduct of the Bidder, its employees, sub-contractor and agents.
4. Breach of any terms of Agreement, Representation or Warranty.
5. Act of omission or commission in performance of service.
6. Loss of data.

Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However indemnity would cover damages, loss or liabilities, compensation suffered by ORGI arising out of claims made by its customers and/or regulatory authorities.

Bidder shall indemnify, protect and save ORGI against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from misappropriation of any third party trade secrets or infringement of any patent, trademarks, copyrights etc., or such other statutory infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the hardware, software and network equipments or other systems supplied by them to ORGI from whatsoever source, provided ORGI notifies the Bidder in writing as soon as practicable when ORGI becomes aware of the claim however,

(i) the Bidder has sole control of the defense and all related settlement negotiations
(ii) ORGI provides the Bidder with the assistance, information and authority reasonably necessary to perform the above and
(iii) ORGI does not make any statements or comments or representations about the claim without the prior written consent of the Bidder, except where ORGI is required by any authority/ regulator to make a comment / statement/ representation. Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensations. However indemnity would cover damages, loss or liabilities suffered by ORGI arising out of claims made by its customers and/or regulatory authorities.

8.12 Termination of Contract

8.12.1 For Convenience

ORGI by written notice sent to the bidder may terminate the contract in whole or in part at any time for its convenience giving two months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which performance of the bidder under the contract is terminated and the date upon which such termination become effective.

8.12.2 For Insolvency

ORGI may at any time terminate the contract by giving written notice to the bidder, if the bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to the bidder, Provided that such termination will not prejudice or affect any right of action of remedy which has accrued or will accrue thereafter to ORGI.

8.12.3 For Non-performance

ORGI reserves its right to terminate the contract in the event the Contractor repeatedly fails to maintain the manpower standards as prescribed by ORGI or fails to replace the resources identified or is not able to manage leave and absences of resources deployed resulting in gross inconvenience to ORGI.

8.13 Force Majeure

Notwithstanding the provisions of the RFP, the successful bidder or ORGI shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of as event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the bidder and not involving ORGI or bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the bidder shall promptly notify ORGI in writing of such condition and cause thereof. Unless otherwise directed by ORGI in writing, the bidder shall continue to perform its obligations under contract as far as possible.

8.14 Resolution of Disputes

All disputes or differences between ORGI and the bidder shall be settled amicably. If, however, the parties are not able to resolve them, the same shall be settled by arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal will be subject to the exclusive jurisdiction of courts at Delhi

ORGI and the Contractor shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

If, ORGI and the Contractor have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

The dispute resolution mechanism to be applied shall be as follows:

a) In case of Dispute or difference arising between ORGI and the Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. Where the value of the Contract is above Rs.1.00 Crore, the arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by ORGI and the Contractor. The third Arbitrator shall be chosen by mutual discussion between ORGI and the Contractor.

b) Arbitration proceedings shall be held at DELHI, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

c) The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation, etc., of its proceedings as also the fees and expenses paid to the arbitrator appointed by such party or on its behalf shall be borne by each party itself; and

d) Where the value of the contract is Rs.1.00 Crore and below, the disputes or differences arising shall be referred to the Sole Arbitrator. The Sole Arbitrator should be appointed by agreement between the parties.

8.15 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India and the Bidder shall agree to submit to the courts under whose exclusive jurisdiction the Registered Office of ORGI falls.

8.16 Governing Law

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

8.17 Addresses for Notices

Following shall be address of ORGI and Bidder

ORGI address for notice purpose: Office of the Registrar General & Census Commissioner , India
2A, Man Singh Road, New Delhi -110011
Contact No(s): 11-23070629,23381623,23381917,23384816
Fax No(s):11-23383145 , E-MailID(s):rgi.rgi@nic.in

Contractor's address for notice purpose:
(To be filled by Contractor)

PART B – SPECIAL TERMS AND CONDITIONS

8.18 The Contractor shall employ only such persons as are skilled for carrying out the assigned jobs as detailed in Section 3 "*Job description and Responsibilities*". The Contractor shall submit the particulars of all personnel deployed as per format given in Annexure L along with 2 photos. It is mandatory on the part of contractor to get the police verification of the employed personals done and confirmation to this effect should be sent to ORGI on format given in Annexure L.

8.19 Before deployment of personnel, Contractor shall check and verify the antecedents of the personnel deputed on duty, and the liability of the conduct & discipline of the personnel shall rest with the Contractor. All the persons deployed under this contract shall be of good character, well-behaved, disciplined.

8.20 ORGI shall be at liberty to object to and require the contractor to remove from work, any person(s) employed by the contractor who in the opinion of ORGI is incompetent or negligent in the proper performance of his duties or misconducts himself. The contractor shall forthwith comply with such requisition and such person shall not be deployed again without prior permission of ORGI.

8.21 **CONTRACT PERIOD AND EXTENSION THEREOF:** The Contractor shall be required to consistently execute, in a successful and professional manner, the jobs assigned under this contract, to the satisfaction of and as directed by the ORGI up to a period of twelve (12) months (completion period) reckoned from the date as notified in the Notification of Award and may be extended for further up to Twelve (12) months on satisfactory performance by the Contractor. However, even in case, the contractor is not interested to extend the contract for a further period of 12 months period, he will be essentially required to execute the work at least for next 6 months period on the same rates and terms & conditions of the contract.

8.22 **COMPLIANCE OF LABOUR AND OTHER LAWS**: Contractor shall comply with all the statutory requirements as are applicable from time to time and shall be solely responsible for fulfillment of all legal obligations under various statutes including Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act, Workmen Compensation Act, EPF & Miscellaneous Provisions Act, Shop and Establishment A-ct etc. The Agency shall keep ORGI indemnified against any dues/compensation or any other liability of any nature whatsoever due to non-fulfillment of any of the statutory provision under any statute/byelaws/ notification etc. including industrial laws. ORGI shall have full right to recover any claim and liability incurred towards payment of any dues, compensation or cost from contractor and deduct it from his outstanding subsequent bills/Performance Bank Guarantee.

8.23 Contractor shall maintain register of personnel employed, muster roll, salary register, deduction register etc. ORGI or its nominees shall be authorized to inspect them whenever required or ask the firm to submit the certified documents.

8.24 **INSURANCE & OTHER LIABILITIES:** The contractor shall obtain & submit to ORGI, appropriate Insurance Policy for the personnel deployed under the contract to cover the risk of damage, accident/death including third party liabilities before

start of providing services.

8.25 **MEDI-CLAIM POLICY:** Contractor shall obtain a Group Medi-claim policy against personnels deployed by him for indoor treatment up to an amount of Rs. 50,000/- in one year for each Resource. The contractor shall ensure to submit the copy of Medi-claim policy against deployed manpower to ORGI at the time of commencement of the work.

8.26 **PAYMENT TERMS:**

The Payment terms shall be as under:

1. Contractor must submit a Quarterly Bill in arrears for resources timesheets suitably attested by ORGI officials.

   Resources timesheets should accompany with the name ,detail of working days ,wages and deduction (PF Etc) along with a certificate that minimum wages act of the corresponding state is adhered.

2. Resource timesheets must necessarily contain the in and out times. Shift timings should be considered as 8 to 9 hours for suitable handover / takeover.

3. If a temporary resource is deployed during the absence of any resource, the temporary resource's duly attested timesheet to be included.

4. Overtime charges if any should be clearly documented.

5. Upon submission of the above and Invoice ORGI shall release payment within 30 days, if found in order.

8.27 **PENALTY for default in manpower supply:**

If the Contractor does not manage to complete the manpower requirement at required sites within a month of placement of order, or such authorized extension of period as may be permitted in writing by ORGI, ORGI shall impose a penalty @ the rate of 1% of the total value of the Purchase Order for each week's delay. In case the delay exceeds two weeks, ORGI reserves the right to cancel the order unilaterally.

In case, the Contractor is not able to sustain the supply of manpower during the contract tenure, a penalty @ rate of 1 % of total Contract amount shall be imposed for each week's delay. In case the delay exceeds four weeks, ORGI reserves the right to cancel the order unilaterally.

In case of the supplied manpower is not able to meet the productions norms set by the ORGI , then the firm should be compensate the same by deputing the extra manpower or extended the duty hours/day of those operators/Persons for which ORGI will not paid any extra amount to the firms.

8.28 **OVER PAYMENTS AND UNDER PAYMENTS:** Whenever any claim whatsoever for the payment of sum of money to ORGI arises out of or under this contract against the contractor, the same may be deducted by ORGI from any sum then due or which at **any** time thereafter may become due to the contractor under this contract or from any other sum whatsoever due to the contractor from ORGI or from his security deposit, or he shall pay the claim on demand. Any sum of money

due and payable to the contractor (Including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by ORGI against any claim of ORGI or such other person or persons in respect of payments of a sum of money arising out of or under any other contract made by the contractor with ORGI. The sum of money so withheld or retained under this clause by ORGI will be kept withheld or retained as such by ORGI till his claim is mutually settled.

8.29 **DEVIATIONS:** ORGI shall have powers to make any deviations in the requirements viz., increase or decrease, which shall in no way vitiate or invalidate the contract and any such deviations, which the contractor may be directed to do, shall form integral part of the contract as if originally provided therein and the contractor shall carry out the same, on the same terms & conditions in all respect on which he agreed to do the work under the contract.

8.30 **OTHER CONDITIONS:** The contractor shall ensure that there is no loss or damage to the property of ORGI while executing the contract. In case, it is found that there is any such loss/damage due to direct negligence/non performance of duty by any personnel, the amount of loss/damage so fixed by ORGI shall be recovered from any dues of the contractor.

8.31 **SHIFT DUTIES:**

Resource(s) shall be engaged/deployed in shift duties as required by ORGI.

8.32 **REPLACEMENT OF RESOURCE(S):**
Should ORGI consider at its sole judgment that the Resource(s) provided by the Contractor as unsuitable for the job for whatsoever reason, ORGI will have the option either (1) to terminate the Contract in part or as a whole or (2) to request the Contractor for prompt replacement within 15 days at his cost.

8.33 **STATUTORY COMPLIANCE:**

The Contractor shall comply and ensure strict compliance by his employees and agents of all applicable Central, State, Municipal and Local laws and Regulations and undertake to indemnify ORGI from and against all levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule, including but not limited to the claims against ORGI under Workmen Compensation Act, 1923, The Employees Provident Fund Act, 1952, The Contract Labour (Abolition and Regulation) Act 1970, Factories Act, 1948, Minimum Wages Act and Regulations, etc. Shop and Establishment Act and any Labour Laws which would be amended/modified or any new act if it comes in force whatsoever, and all actions claim and demand arising there from and/or related thereto.

The Contractor shall ensure to keep and maintain all the statutory registers, records as required under provisions of Contract Labour(R&A) Act,1970, Minimum Wages Act and the rules made thereunder, Employees Provident Fund Act, 1952 and keep the same available for inspection by ORGI and Government Authorities.

8.34 **LEAVE:**
ORGI will make no remuneration to the Contractor for the period of absence of his Resource(s) from duties.

8.35 CONTRACTOR'S LIABILITY FOR PAYMENT OF TAXES, DUTIES etc. :

The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, octroi etc. now or hereafter imposed, increased, or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental authorities or local authorities or any other body which are imposed with respect to or covered by the wages, salaries or other compensations paid to the Resource(s) and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Laws or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all Sub-Contractor"s, with all applicable Central State, Municipal and local laws and regulations and requirements of any Central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Sub-Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against ORGI arising under, growing out of, or by reason of the work provided for by his Contract, or by third parties, or by Central or State Government or Local authority or any administrative sub-division thereof.

8.36 TRANSPORTATION:

ORGI shall not make any additional payment for transportation of the personnel for travel from home to work and back.

8.37 **OTHERS:**

ORGI shall make Telephone/Fax/Telex facilities available free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of the Contractor.

8.37 DISBURSEMENT OF SALARY TO PERSONNEL DEPLOYED: Every month the Contractor shall confirm that the monthly salary to the personnel deployed under this contract have been disbursed, at the time of claiming payments.

8.38 Single Point of Contact: The short listed L1 Bidder shall appoint a single point of contact with whom ORGI will deal for any activity pertaining to the requirements of this RFP during the contract period.

Section 9 - Documents forms to be put in Envelope ‘A’

The following documents shall be inserted inside Envelope A:

1. Bid Submission form (without price) – Annexure A.
2. Bidder Information – Annexure B
3. Declaration for Clean track Record – Annexure C.
4. Declaration of Acceptance of Terms and Conditions – Annexure D.
5. Declaration of Acceptance of Scope of Work – Annexure E.
6. Power of Attorney for Signing of Bid – Annexure F
7. Eligibility Criteria Matrix – Annexure G
8. Terms and Conditions as mentioned in Section 8 duly signed on all pages.
9. Last three years audited balanced sheet and profit and loss statements.

Annexure A Bid Submission Forms (without Price)

(Bidder"s Letter Head)

Date:

RFP No.:

To:

The
US (HQ)
Office of the Registrar General & Census Commissioner , India
Government of India,MHA,
2A , Mansingh Road New Delhi – 110011

Dear Sir,

Having examined the Bidding Documents, including Addenda Nos. _____ **,** the receipt of which is hereby acknowledged, we, the undersigned, offer to supply, install, commission and maintain and support_____ under the above-named RFP in full conformity with the said Bidding Documents.

We undertake, if our bid is accepted, to commence work within the respective times stated in the Bidding Documents.

If our bid is accepted, we undertake to provide an advance payment guarantee and performance security in the form, for the amounts, and within the times specified in the Bidding Documents.

We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We agree to abide by this bid, for a period of 90 days from the date fixed for submission of bids as stipulated in the Bidding Documents, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you may receive.

Dated _____

Signed:

In the capacity of _____

Duly authorized to sign this bid for and on behalf of _____

Annexure B Bidder's Information

Details of the Bidder				
1	**Name of the Bidder (Prime)**			
2	**Address of the Bidder**			
3	**Status of the Company (Public Ltd/ Pvt. Ltd)**			
4	**Details of Incorporation of the Company. Certificate to be submitted in Technical bid**		Date: Ref#	
5	**Details of Commencement of Business**		Date: Ref#	
6	**Valid Sales tax registration no.**			
7	**Valid Service tax registration no.**			
8	**Permanent Account Number (PAN)**			
9	**Name & Designation of the contact person to whom all references shall be made regarding this tender**			
10	**Telephone No. (with STD Code)**			
11	**E-Mail of the contact person:**			
12	**Fax No. (with STD Code)**			
13	**Website**			
Financial Details (as per audited Balance Sheets) (in Cr)				
14	**Year**	2009-10	2010-11	2011-12
15	**Net worth**			
16	**Turn Over**			
17	**PAT**			

Annexure C Declaration for Clean Track Record

To,

Under Secretary (HQ)
Office of the Registrar General & Census Commissioner , India
Govt. of India, MHA,
2A , Mansingh Road New Delhi – 110011

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP Document for Selection of vendor for Supply of manpower for one year. I hereby declare that my company has not been debarred/black listed by any Government / Semi Government / Private organizations in India. I further certify that I am competent officer and duly authorized by my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Annexure D Declaration for Acceptance of RFP Terms and Conditions

To,

Under Secretary (HQ)
Office of the Registrar General & Census Commissioner , India
Govt. of India, MHA,
2A , Mansingh Road New Delhi – 110011

Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for Selection of vendor for Manpower Supply. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

Annexure E Declaration for Acceptance of Scope of Work

To,

The Under Secretary(HQ)
Office of the Registrar General & Census Commissioner , India
Govt. of India, MHA,
2A , Mansingh Road New Delhi – 110011

Sir,

I have carefully gone through the Scope of Work contained in the RFP document for Selection of vendor for Data centre outsourcing. I declare that all the provisions of this RFP / Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)
Printed Name
Designation
Seal
Date:
Business Address:

Annexure F Format Power of Attorney

(On Stamp paper of relevant value)

Know all men by the present, we _____ (name of the company and address of the registered office) do hereby appoint and authorize Mr _____ (full name and residential address) who is presently employed with us holding the position of _____ as our attorney, to do in our name and on our behalf, deed and things necessary in connection with or incidental to our proposal for "Data Centre Outsourcing" in response to the RFP by ORGI, including signing and submission of all the documents and providing information/responses to ORGI in all the matter in connection with our bid.

We hereby agree to ratify all deeds and things lawfully done by our said attorney purs uant to this Power of Attorney and that all deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 2013.
For _____.
(Signature)
(Name Designation and Address)

Accepted
Signature)
(Name Designation)
Date:
Business Address:

Annexure G Eligibility Criteria Matrix

Sr. No.	Description	Complied with statements	Proof attached
1	Registered company under the Indian Companies Act, 1956 since the last 5 years.		Certificate of incorporation
2	The organization must have offices in Delhi NCR		List of Branches/Offices
3	Company must be ISO 9001:2000 certified. This implies it is a process driven company.		Copy of Certificate
4	The bidder should have minimum annual turnover of Rs. 1 crores during the last three financial years (2009-10, 2010-11, 2011-12).		Audited balance sheets to be submitted.
5	Bidder must be providing the manpower support (24*7) to 2 customers for similar requirements for at least 3 years as on 01 January 2013.		Letter from the customers in this regard, to be attached.
6	The organization must have web-site dedicated for information sharing.		Web-site Address
7	The organization must be experienced in servicing Govt. / PSU offices. a. Operational IT Manpower (Data Entry Operators) Supply		Experience letters
8	The organization should have a valid EPF code		
9	The organization should have Service Tax Registration and PAN No.		
10	The organization have ESI registration (Yes / NO) EPF code		
11	The bidder should have experience in Data Entry or processing form using Image Based software (minimum 1 Crore forms during last three years) .		Copy of Certificate
12	Non Disclosure Agreement – Annexure L		
13	Undertaking by Bidder/Contractor – Annexure O		
14	Tender/RFP document Fee Paid or not		
15	EMD Rs. 50,000/- (Rupees Fifty Thousand) Details		

Section 10 – To be put in Envelope ‘B’

List of documents to be inserted in Evelope B:

1. Non Disclosure Agreement – Annexure L
2. Undertaking by Bidder/Contractor – Annexure O

Annexure L NON-DISCLOSURE AGREEMENT

This Non-Disclosure (confidential) agreement is entered into and made effective as on _____day of <month>, <year> between

., a company incorporated under the Indian Companies Act, 1956, and having its registered office at ("Company" which expression shall, unless it be repugnant to context or meaning thereof, be deemed to mean and include its successors-in-interest and permitted assigns);<

and _____<Client>_____<address>_____ herein after referred to as 'Client'. Unless the company specifies that this agreement will apply only to a specific division or location, this agreement will apply to the participant"s entire company worldwide.

Each of the parties shall individually be referred as the "Party" and collectively as "Parties"

Whereas, 'client" and 'company" has certain confidential information which it desires to disclose confidentially to each other including but not limited to trade secrets and proprietary information pertaining to finances, marketing plans and techniques, forecasts, operational structures and methods, pricing policies, customer lists and other proprietary, private confidential business matters, all hereinafter referred to as the Information, and both parties hereby agree that this two way exchange is for the sole purpose of evaluating potential business opportunities involving each party or one or more subsidiaries of each party.

The party receiving the information shall be referred as „Receiving Party" and the party disclosing information shall be referred as „Disclosing Party".

In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Information**: Each under signed party (the receiving party) understands that the other party (the disclosing party) has disclosed or may disclose information relating to the disclosing party and/or its products, which has been conspicuously marked or otherwise specifically identified as confidential or proprietary, whether oral, written, graphic or in machine-readable form, which has commercial, technical and/or other value in the Disclosing party"s business and is confidential in nature (including, without limitation, trade secrets, patents, patent applications, copyrights, know-how, processes, ideas, inventions (whether patentable or not), formulas, computer programs, databases, technical drawings,

designs, algorithms, technology, circuits, layouts, interfaces, materials, schematics, names and expertise of employees and consultants, any other technical, business, financial, customer and product development plans, Contractor information, forecasts, strategies and other confidential information) of the disclosing party. Oral statements made by either party to the other party shall not be considered confidential information unless the party making the statement expressly states before making such a statement that it is deemed confidential and confirms so in writing within (30) days after the disclosure, referencing the date and specifically identifying the confidential information that was orally disclosed. Notwithstanding anything to the contrary herein, the existence or subject matter of this agreement, including the fact that any investigations, discussions or negotiations are taking place concerning a possible transaction or the status thereof, or that the receiving party has received confidential information from the disclosing party shall be deemed to be confidential information. In no event shall either party disclose any aspect of the working relationship to any third party.

2. **Obligations**: The receiving party shall maintain the information received (from the disclosing party) in trust and confidence and shall not use directly or indirectly with businesses fully or partially, owned by the disclosing party. The receiving party shall disclose the Information received by it under this Agreement only to persons within its organization who have a need to know the Information in the performance of their duties and who are bound by agreements/undertaking to protect the confidentiality of the Information. For the purpose of this agreement, the term employees shall also include independent contractors of each party who have a need to know the information in the performance of their duties and who are bound by agreements to protect the confidentiality of the Information. The receiving party will not make any copies of the Confidential Information received from the disclosing party except as necessary for its employees, parent company and majority-owned subsidiaries with a need to know. Any copies that are made will be identified as belonging to the disclosing party and marked 'confidential'.

3. **Exceptions to Obligation of Confidentiality**: The receiving party shall not be liable for the disclosure of any confidential information of the following nature:

i) Information rightfully in the public domain except other than by a breach of a duty to the disclosing party;
ii) Information rightfully received from the third party without any obligation of confidentiality;
iii) Information rightfully known to the receiving party without any limitation on use or disclosure prior to its receipt from the disclosing party;
iv) Information independently developed by the employees of the receiving party;
v) Information generally made available to third parties by the disclosing party without restriction on disclosure.
vi) Information that is required to be disclosed by the disclosing party to comply with the applicable laws or government regulations.
vii) The information shared by the disclosing party but later on aggregated, collated and published by the receiving party at a portfolio level without disclosing the identity of the disclosing party shall constitute an exception under this agreement and may not be treated as prohibitive or restrictive.

4. **Compulsion to Disclose**: If the receiving party becomes compelled to disclose the disclosing Party"s Confidential Information to any governmental or regulatory authorities, or as required by law or court order, the receiving Party shall inform the disclosing Party, in

writing, of such fact or obligation as soon as reasonably possible after it becomes aware of it and, if possible, before any Confidential Information is disclosed. The receiving Party, compelled to disclose shall ensure, insofar as it is able to procure the same, that any such disclosure will be limited to the minimum amount of Confidential Information required to satisfy that disclosure obligation. Each Party agrees to assist and co-operate in any appropriate action that the other Party may decide to take.

5. **Term**: This agreement shall be in force for not more than 1 years starting from the effective date. However, unless at least one of the exceptions set forth in section 3 above has occurred, the receiving party will continue to treat such Confidential Information as the confidential information of the disclosing party and only disclose any such confidential information to parties as referred in clause 2 hereinabove under advise to such third parties of their obligations of confidentiality and non-disclosure hereunder.

At the end of the term of contract all information,material,reports,back papers,files would be returned to ORGI by.

6. **Title**: Each party acknowledges and agrees that as between the parties, the confidential information is and shall remain the sole and exclusive property of the disclosing party, No patent, copyright, trademark, trade secret or other proprietary right is licensed, granted or otherwise transferred by this agreement or any disclosure hereunder except for the right to use such confidential information in accordance herewith; and Any confidential information is provided by the disclosing party wholly on an 'AS IS' basis and no warranties of any kind are given with respect to any confidential information disclosed hereunder or any use thereof. Nothing in this Agreement may be deemed or construed as creating any license or rights in or with respect to any invention, concept, discovery, trade secret, or information contained in the Information provided.

7. **Entire Agreement**: This Agreement supersedes any and all prior agreements, written or oral, negotiations, communications, understanding and terms, whether expressed or implied regarding the confidential information, between the receiving party and the disclosing party relating to the Information. This Agreement may not be modified in whole or in part except by an agreement in writing signed by receiving party and the disclosing party. Any other agreements between the parties, including non-disclosure agreements will not be affected by this agreement.

8. **Waiver**: If any clause of this Agreement or part thereof is found by a court of law or jurisdiction to be unenforceable or void, the validity of any other clause or part thereof will not be affected.

9. **Non Exclusivity**: This agreement shall not prevent the disclosing party from making use of, or disseminating the Information, or from entering into any agreement with any other party in connection with the Information in any way the 'disclosing party' deems fit and without any obligations to the 'receiving party'.

Provided that the 'receiving party' shall make no use of the Information except for the purposes of evaluation recited herein, unless agreed to in writing by the 'disclosing party'..

10. **Termination**: Neither party has any obligation to disclose Information to the other. Either party may terminate this agreement at any time without cause upon 30 days written notice

to the other party; provided that each party"s obligation with respect to Information disclosed during the term of this agreement will survive any such termination. Either party may at any time Cease giving confidential information to the other party without any liability, and/or Request in writing the return or destruction of all or part of its Information previously disclosed, and all copies thereof, and the receiving party will promptly comply with such request, and certify in writing its compliance.

11. **Notices:** Any notice required or permitted by this Agreement shall be effective when received, and shall be sufficient, if in writing, and personally delivered (including by express courier) or sent by certified mail with return receipt to the address set forth at the beginning of this Agreement or at such other address as may by notice be specified by one party to the other.

12. **Indemnity and Remedy**: The parties agree to indemnify and save harmless each other against any and all direct and actual damages, claims, losses or expenses, including reasonable attorney"s fees, arising from or relating to any breach of the terms and conditions of this Agreement. The receiving party further agrees that any violation or threatened violation of this agreement will cause irreparable injury to the disclosing party, entitling the disclosing party to obtain injunctive relief in addition to all legal remedies.

13. **Governing Law and Jurisdiction**: This Agreement shall be governed by the Indian Laws and the competent courts in DELHI shall have exclusive jurisdiction over the subject matter.

14. **Counterparts**: This Agreement may be executed in two counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same document

In witness whereof, the parties have hereby executed this agreement as of the effective date.

<Company name and Address>

Name
Title
Date

<Client/Company>
Name
Title
Date

Annexure N - DECLARATION

We refer to Contract Agreement No._____ dated_____>

We certify as under:

1. that the following personnel were engaged by us and provided to ORGI at NCR DELHI and other state Capital during the month of _____.

S.No.	Name	ID

2. that their Salary for the month of _____ has been paid to them.
3. That their EPF has been paid.

Date _____ Signature of Contractor

Name : _____

Address:_____

Annexure O - UNDERTAKING BY CONTRACTOR

We,

having its registered office at _____
(hereinafter referred to as "the Contractor") having carefully studied all the documents pertaining to the requirement of Manpower Services for ORGI

and having undertaken to provide the required Services,

We do hereby undertake that:

1. The Contractor is familiar with all the requirements of the Contract.
2. The Contractor is satisfied that the work can be performed and completed as required in the Contract.
3. The Contractor accepts all risk directly or indirectly connected with the performance of the Contract.
4. The Contractor is experienced and competent to perform the Contract to the satisfaction of ORGI.
5. The Contractor is familiar with all general and special Laws, Acts, Ordinances, Rules and Regulations of the Municipals, Districts, State and Central Government of India that may affect the work, its performance or personnel employed therein.

(SIGN & SEAL)
For and on behalf of the Contractor

Section 11 – To be put in Envelope ‘B’

1. Commercial Bid Form – Annexure H
2. Summary of Service Charges Annexure J

Annexure H Commercial Bid Form

(To be included in Commercial Bid Envelope)

To: Date:

The US(HQ)
Office of the Registrar General & Census Commissioner , India
Govt. of India, MHA,
2A , Mansingh Road New Delhi – 110011

Dear Sir,

Re: Data Centre Outsourcing to ORGI

Having examined the Bidding Documents placed along with RFP, we, the undersigned, offer to provide the required resources in conformity with the said Bidding documents for the sum of Rs……..(Rupees all inclusive) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide _____ for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by ORGI up to the period prescribed in the Bid which shall remain binding upon us. Until a formal contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand that you are not bound to accept the lowest or any Bid you may receive.

Dated this…… Day

of……..2013. (Signature)

(Name) (In the capacity of)

Duly authorized to sign Bid for and on behalf of

Annexure I - Bank Guarantee for Performance Guarantee

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date:

Bank"s Branch or Office:

Beneficiary:

PERFORMANCE GUARANTEE No.:

We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No._____ with you, for the supply of_____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Contractor, we hereby irrevocably undertake to pay you without any demur or objection any sum(s) not exceeding _____(Rupees _____)upon receipt by us of your first demand in writing declaring the Contractor to be in default under the Contract, without caveat or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the _____ day of _____ and any demand for payment under it must be received by us at this office on or before that date.

[signatures of authorized representatives of the bank and the Contractor]

Annexure J (For Operational Manpower)

SUMMARY OF PRICES

S No	Resource Type	Present Requirement	Total Price (INR) (all inclusive) per person per month(Service Tax as applicable)		
			Amt	Taxes	Total
1	Data Entry Operator (Operational Staff)				
TOTAL PRICE FOR THE PURPOSE OF BID EVALUATION					

Annexure K Acceptance Certificate – Draft

Date

Contract:

Pursuant to the Contract entered into between the National Payments Corporation of India (hereinafter referred to as ORGI) and (hereinafter called the „Contractor") dated ___, relating to the procurement of _____, we hereby notify you that we have accepted the complete resources as mentioned in the RFP and subsequent contract.

This letter shall not relieve the Contractor of the remaining performance obligations under the Contract nor of its obligations during the Warranty Period.

For and on behalf of ORGI

Signed:

Date:

in the capacity of:

For and on behalf of the Contractor