

No.10/18/2014-CLB  
Government of India  
Company Law Board

3rd Floor, B Wing, Paryavaran Bhawan,  
CGO Complex, New Delhi-110003

Dated: 20-8-2014

To

List enclosed

Subject:- Quotation for award of contract for providing services of a Programmer on outsource basis for a period of 7 months w. e. f. 10.9.2014 to 31.3.2015 - regarding.

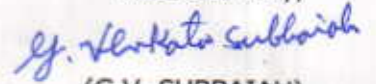
Sir,

I am directed to say that the CLB has decided to outsource the services of one Programmer for a period of 7 months w. e. f. 10.9.2014 to 31.3.2015 through a suitable placement agency on contract basis for day to day maintenance of CLB official website. The period of contract may be further extended beyond 31-3-2015 depending upon the satisfactory service of the outsourcing agency.

2. The detailed information for outsourcing the services has been given in the Tender Document enclosed herewith.

3. You are, therefore, requested to submit your bids before 3.00 PM on 8-9-2014 as per rates, schedule, terms and conditions given in the said Tender document for the above mentioned post.

Yours faithfully,



(G.V. SUBBIAH)

Under Secretary, Company Law Board

Tel.No. 24363667

Copy to:- 1. Copy for placing on website  
2. Notice Board

**GOVERNMENT OF INDIA  
COMPANY LAW BOARD  
TENDER DOCUMENT**

**"For providing Manpower Services of Programmer"**

- (a) Period of issue of Tender Document : **20.08.2014 to 08.09.2014**
- (b) Date & time for submission of Bid Application: **From 10.30 AM to 04.00 PM on all working days from 20.08.2014 to 08.09.2014**
- (c) Date and time for opening of Bid Applications: **At 3.30 PM on 08-09-2014**
- (d) Likely date for commencement of deployment of required Programmer : **10.09.2014**

**SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS**

1. The contract for providing the services of a Programmer purely on outsource basis will be for a period of 7 months w.e.f. 10th September, 2014 to 31<sup>st</sup> March, 2015 or till the period CLB is dissolved on the constitution of NCLT, whichever is earlier. The period of the contract may be further extended by one year beyond 31.03.2015 provided the requirement of the CLB for Programmer persists at that time or may be curtailed/terminated before 31.03.2015 owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the CLB's requirements. The CLB, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected Service Provider.
2. The CLB has tentative requirement for one Programmer. The requirements may increase/decrease.
3. The interested Manpower Service Providers will submit their Bid Application complete in all respects upto 3.00 PM on 08-9-2014 addressed to the Under Secretary, Company Law Board, 3<sup>rd</sup> Floor, Paryavaran Bhavan, New Delhi-110003.
4. It is requested to submit Bid Application in sealed envelope superscribing **"Providing Manpower Services of Programmer to Company Law Board"**
5. The successful bidder will have to deposit a Performance Security Deposit of Rs.25,000/- (Rupees Twentyfive Thousand Only) in the form of Bank Guarantee from any Nationalised Bank drawn in favour of **the Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi** 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.
6. The Manpower Service providers are required to enclose photocopies of the following documents, duly attested by Group "A" Gazetted Officers of the Government of India or Class-I Officers of the State Governments, alongwith the Bid, **failing which their bids shall be summarily/out rightly rejected and will not be considered any further :**
  - (a) Registration certificate of the applicant organization;
  - (b) Copy of PAN / GIR card;
  - (c) Copies of EPF and ESI registration certificates issued by the Govt.;
  - (d) Copy of the Service Tax registration certificate;



7. Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi/DGR. Bidding rates less than minimum wages will be summarily rejected.
8. The rates quoted by the tendering agency should be inclusive of all statutory/tax liabilities in force at the time of entering into the contract.
9. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
10. All entries in the Bid Application should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or cutting is permitted in the Bid Application. In such cases, the bid shall be summarily rejected.**
11. The bids shall be opened on the scheduled date and time at 3.30 PM on 8.9.2014 at Company Law Board, B-Block, 3rd Floor, Paryavaran Bhawan, New Delhi-110003 in the presence of the representatives of the Bidders, who wish to be present on the spot at that time.
12. The Competent Authority reserves the right to annul all bids without assigning any reason.

**ELIGIBILITY AND DUTIES FOR PROGRAMMER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE COMPANY LAW BOARD:-**

1. The person should be above 21 years of age but not exceeding 40 years.
2. The Minimum Educational Qualification will be B.Tech (CSE/IT/ECE);
3. The duties of the programmer is as under:-
  - Creating a dynamic website and updating the same on day to day basis.
  - Uploading of cause list on daily basis on the existing static website.
  - Uploading of Orders passed by the Board.
  - Software maintenance of the existing applications and developing new applications.
  - Maintaining user defined time schedules of software development.
  - Preparation of system and operations manuals for the application software.
  - Preparation of training manuals and scheduling user's training.
  - Act as a system administrator by allocating/removing redundant user-id and passwords.
  - Ensuring strict compliance to the back-up schedules
  - Coordination with maintenance agencies to handle situations like network chocking, network viruses, hard disk crashes etc.
  - Day to day coordination with the user for software maintenance.
  - Scanning of documents for uploading.

**APPLICATION - BID**

**For Providing Services of a Programmer to Company Law Board purely on outsource basis**

1. Name of Manpower Service Provider: \_\_\_\_\_
2. Name of proprietor/Partner/Director : \_\_\_\_\_
3. Full Address of Registered : \_\_\_\_\_  
Office as given in Regn. Certificate \_\_\_\_\_  
Telephone No. : \_\_\_\_\_  
FAX No. : \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
4. Full address of Operating/Branch Office: \_\_\_\_\_  
Telephone No. : \_\_\_\_\_ FAX No. : \_\_\_\_\_  
E-Mail Address : \_\_\_\_\_
5. Name of Bank with A/C No. & IFS Code in which the payment to be transferred against providing the Manpower: Bank \_\_\_\_\_ A/C No. \_\_\_\_\_ IFS Code \_\_\_\_\_
6. PAN/GIR No. : \_\_\_\_\_  
(Attach attested copy)
7. Service Tax Registration No. : \_\_\_\_\_  
(Attach attested copy)
8. E.P.F. Registration No. : \_\_\_\_\_  
(Attach attested copy)
9. E.S.I. Registration No. : \_\_\_\_\_  
(Attach attested copy)
10. **Rate per person per month** (working 6 days in a week) inclusive of wages, statutory payments, allowances, service charges, taxes, cess etc. giving details for each item separately.
  - a) Salary
  - b) PF/ESIC
  - c) Charges of Outsourcing Agency
11. Give details of the similar contracts for providing Programmers handled by the Manpower Service Provider during the last two years(copies enclosed):-

**DECLARATION**

I, \_\_\_\_\_(name) resident of \_\_\_\_\_ Proprietor/Partner/Director of \_\_\_\_\_ declare that the information mentioned in the above 1 to 11 points are true and correct. Further I accept all the Terms & Conditions mentioned in the Annex-II of the Tender Notice.

Place:  
Date:

Signature of authorized person  
Name with Stamp



Government of India  
**Company Law Board**

**TERMS AND CONDITIONS**

**General**

1. The contract shall commence from 10.9.2014 and shall continue till 31.03.2015 extendable upto another one year unless it is curtailed or terminated by this CLB owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements of the CLB.
2. The contract shall automatically expire on 31.03.2015 unless extended further by the mutual consent of contracting agency and the CLB.
3. The contract 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 successful service provider & CLB.
4. The contracting Service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this contract to any other agency without the prior written consent of this Board.
5. CLB at present, has tentative requirement of one programmer on urgent basis. The requirement of the CLB may further increase or decrease marginally, during the period of initial contract also and the Bidder would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Bidder will be bound by the details furnished by him/her to this CLB while submitting the Bid or at subsequent stage. In case, any of such documents furnished by him/her is found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her liable for legal action besides termination of contract.
7. The CLB reserves right to terminate the contract during initial period also after giving a week's notice to the contracting agency.
8. The persons deployed shall be required to report for duty at 09.00 hrs (48 hours or 6 days in a week). In case, the person deployed is absent on a particular day or comes late/leaves early on three occasions, proportionate deduction for one day will be made.
9. The Service Provider shall nominate a coordinator who would be responsible for immediate interaction with the CLB so that optimal services of the persons deployed by the agency could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in this CLB shall be that of the service provider and the CLB will in no way be liable.
12. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the CLB. **The persons deployed by the service provider in the CLB shall not have any claims whatsoever like employer and employee relationship against CLB.**



13. The service provider shall be solely responsible for the redressal of grievances/resolution of disputes relating to persons deployed. The CLB shall, in no way, be responsible for settlement of such issues whatsoever.

14. The CLB shall not be responsible for any financial loss or any injury to any person deployed by service provider in the course of their performing the functions/duties, or for payment towards any compensation.

15. The persons deployed by the service provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of the CLB during the currency or after expiry of the contract.

16. In case of termination of this contract on its expiry or otherwise, the persons deployed by the service provider shall not be entitled to and will have no claim for any absorption in the regular/otherwise capacity in the CLB.

17. The Service provider's person shall not claim any benefit/compensation/absorption/ Regularization of services with office under the provision of Industrial Disputes Act., 1947 Or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to the CLB.

18. The agency should be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The service provider shall comply with all the legal requirements for obtaining Licence under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost. The award of Contract will be subject to the fulfilment of the conditions laid down in Rules 157, 158 and 160 of GFR, 2005 as amended from time to time.

19. The service provider shall provide a substitute well in advance if there is any probability of the person leaving the job due to his/her own personal reasons.

The service provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable. Any dispute arising out of the contract will be settled within the jurisdiction of Delhi.

#### **LEGAL**

20. The information gathered by outsource staff during course of their work shall not be divulged to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the service provider as well as the person concerned liable for penal action under IPC, Cr.PC or any other relevant provision besides, action for breach of contract.

21. The service provider will be responsible for compliance of all statutory provisions relating to Minimum Wages payable to skilled worker under the Minimum wages Act, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by it in the CLB. The CLB shall have no liability in this regard.

22. The service provider shall also be liable for depositing all taxes, Cess etc. on account of service rendered by it to CLB to the concerned tax collection authorities from time to time as per extant rules and regulations in the matter.



23 The service provider shall maintain all statutory registers under the Law. The agency shall produce the same, on demand, to the concerned authority of CLB or any other authority under Law.

24 The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act/Rules, as amended from time to time and a certificate to this effect shall be provided to the agency by the CLB.

25 In case, the service provider fails to comply with any statutory / taxation liability under appropriate law, and as a result thereof the CLB is put to any loss / obligation, monetary or otherwise, the CLB will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the service provider, to the extent of the loss or obligation in monetary terms.

### **FINANCIAL**

26. The Earnest Money Deposit in respect of the agencies which do not qualify shall be returned to them without any interest. However, the E.M.D. in respect of the successful Bidder shall be adjusted towards the Performance Security Deposit. **Further, if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**

27. The successful Bidder shall have to deposit a security amount of Rs.25,000 (Rupees Twentyfive thousand Only) in the form of Fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated to the "Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi" covering the period of contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful Bidder.

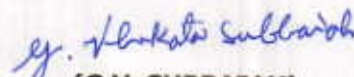
28. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency will be liable to be forfeited by the CLB besides annulment of the contract.

29. The agency shall raise the bill, in triplicate, along with attendance sheet (duly verified by Under Secretary) in respect of the persons deployed and submit the same to Under Secretary in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

30. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill / whole of the bill amount shall be held up till such proof is furnished, at the discretion of the CLB.

31. The amount of penalty calculated @ Rs.100 per day on account of delay, if any, in providing a suitable substitute for the period beyond 7 working days by the agency shall be deducted from the monthly bills of the service provider in the following month.

32. The Secretary, CLB reserves the right to withdraw/relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

  
(G.V. SUBBIAH)  
Under Secretary, CLB