F.No. 26/2/2017-G.A.
Government of India
Ministry of Finance
Department of Investment & Public Asset Management
General Admin.
***

Block No. 11 & 14, CGO Complex,
Lodhi Road, New Delhi-110003.
Dated the 26 September, 2018

TENDER DOCUMENTS

For providing services of Programmer Assistant, Data Entry Operators, ,Drivers and MTS to the Department of Investment & Public Asset Management, Ministry of Finance.

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TENDER DOCUMENTS

For providing services of Programmer Assistant, Data Entry Operators, Drivers and MTS to the Department of Investment & Public Asset Management, Ministry of Finance.

BRIEF INFORMATION ON BID DOCUMENT

Tender No.	F.No.26/2/2017-G.A dated 26/9/2018
Duration of Contract	Two years
Last date and time of submission	3.00 P.M. on 16/10/2018
Date of opening of Technical Bids	4.00 P.M. on 16/10/2018
Date of opening of Financial Bids of technically qualified bidders	To be notified later
EMD	Rs.10,00,000 (Rupees ten lakh)
Cost of Tender Document.	Nil
Total Number of pages of Tender Document	54 pages
Address and Venue for the submission of EMD	US(Admn), Department of Investment & Public Asset Management, CGO Complex, Lodhi Road, New Delhi

F.No. 26/2/2017-G.A.
Government of India
Ministry of Finance
Department of Investment & Public Asset Management
General Admin.

SECTION-1

(Notice Inviting Tender)

F.No. 26/2/2017-G.A.
Government of India
Ministry of Finance
Department of Investment & Public Asset Management
General Admin.
***

Block No. 11 & 14, CGO Complex,
Lodhi Road, New Delhi-110003.
Dated the 26 September, 2018

TENDER NOTICE

For providing services of Programmer Assistant, Data Entry Operators, Drivers and MTS to the Department of Investment & Public Asset Management, Ministry of Finance.

Department of Investment & Public Asset Management, Ministry of Finance invites Tender under two bid system from registered and authorized firms / agencies for providing the services of DEOs, Drivers, Programmer Assistant and MTS in Department of Investment & Public Asset Management, Ministry of Finance in CGO Complex, Lodhi Road, New Delhi as per details given, in the tender documents.

2. The tender documents can be downloaded from **http://eprocure.gov.in/eprocure/app** and/or Department's website (dipam.gov.in) from 26.09.2018 to 16.10.2018 (upto 3.00 P.M.).

3. The Bidding Firms may submit their quotation in the format prescribed in tender document [two bid system i.e (i) Technical Bid and (ii) Financial Bid] in a sealed cover to Under Secretary (Admn.), Room No.424, 4th Floor, Block No. 11, CGO Complex, Lodhi Road, New Delhi, within the last date of receipt of tender. The bidding firms are advised to submit two separate sealed envelopes super scribing "Technical Bids" and 'Financial Bids". Both envelopes should be kept in third envelop super scribing 'Tender for outsourcing various services". All the documents in support of eligibility criteria etc. and other required documents are to be submitted along-with the Tender Documents. Tenders sent by any other mode will not be accepted. No tender document shall be accepted after expiry of the stipulated date and time for the purpose under any circumstances what so ever.

4. The **Earnest Money Deposit (EMD) of Rs. 10,00,000/-** (Rs. ten Lakh only) in the form of Account Payee Demand Draft/Bankers' Cheque drawn in favour of **Section Officer, Department of Investment & Public Asset Management, New Delhi** has to be submitted to the Under Secretary(Admn), Department of Investment & Public Asset Management, Room No.424, 4th Floor, Block No. 11, CGO Complex, Lodhi Road, New Delhi-110003 between 26.09.2018 and 3.00 P.M on **16.10.2018.** Bids shall not be considered in case the EMD is not submitted by 3.00 P.M on **16.10.2018.** Late receipt of EMD and after closure of bidding time will make the bidder

disqualified and that bid will not be considered. If the bid is received without EMD, it would not be considered and would be rejected summarily. However, bidders from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department are exempted from submission of EMD with their bids.

5. The **Bids** will be opened by Tender Opening Committee on **16.10.2018 at 4.00 P.M**. of this Department. The financial bids of only those bidders, whose Technical Bids are accepted, shall be opened by the Tender Opening Committee.

6. The Competent Authority reserves the right to reject any or all the bids without assigning any reason and the decision of the competent authority of the Department shall be final and binding.

(Ragesh Kant)
Under Secretary to the Government of India
Tel. No. 24368785

SECTION-2

TECHNICAL BID
SUBMISSION FORM

F.No. 26/2/2017-G.A.
Government of India
Ministry of Finance
Department of Investment & Public Asset Management
General Admin.

Block No. 11 & 14, CGO Complex,
Lodhi Road, New Delhi-110003
Date: September, 2018

TECHNICAL PROPOSAL SUBMISSION FORM

LETTER OF BID

To

Under Secretary (Admn)
Department of Investment & Public Asset Management,
Ministry of Finance,
CGO Complex Lodhi Road, New Delhi-110003.

Ref: Invitation for Bid No. **TENDER NO.26/2/2017-G.A dated _____.**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing services of Programmer Assistant, Data Entry Operators, Drivers and MTS for the Department of Investment & Public Asset Management, Ministry of Finance, CGO Complex, Lodhi Road, New Delhi.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and maybe accepted at any time before the expiry of the period.
4. If our bid is accepted, we commit to submit a Performance Security Deposit in accordance with the Bidding Documents,
5. We also declare that the Government of India or any other Government body has not declared us ineligible or blacklisted us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory
(Authorised person shall attach a copy of Authorisation for signing on behalf of Bidding company)
Full Name and Designation

F.No. 26/2/2017-G.A.
Government of India
Ministry of Finance
Department of Investment & Public Asset Management
General Admin.

SECTION-3

INSTRUCTIONS TO THE BIDDERS

F.No. 26/2/2017-G.A.
Government of India
Ministry of Finance
Department of Investment & Public Asset Management
General Admin.

1. GENERAL INSTRUCTIONS

1.1 For the Bidding / Tender Document Purposes, the Ministry of Finance, Department of Investment & Public Asset Management shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor and / or Bidder or interchangeably.

1.2 The tender documents can be downloaded from **http://eprocure.gov.in/eprocure/app** and/or Department's website (dipam.gov.in) from 26.09.2018 to 16.10.2018 (upto 3.00 P.M.).

1.3 **While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.**

1.4 **The bidder shall submit the copy of the authorization letter / Power of Attorney as the proof of authorization for signing on behalf of the Bidder.**

1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria, Technical Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents **are liable to be rejected.**

1.6 The Department of Investment & Public Asset Management reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Joint Secretary (Admn.), Department of Investment & Public Asset Management in this regard shall be final and binding on all.

1.7 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Department of Investment & Public Asset Management, Ministry of Finance, New Delhi.

1.8 For all purposes of the contract including arbitration there-under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with

Acknowledgement due to the Ministry of Finance, Department of Investment & Public Asset Management. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

2. MINIMUM ELIGIBILITY CRITERIA

2.1 The following shall be the minimum eligibility criteria for selection of bidders at technical bid stage of the bidding process:-

(a) **Registration:** The Bidder/Bidding Firm must be registered with the Income Tax Department and also registered under the Labour Laws/Rules, Employees Provident. Fund Organization, Employees State Insurance Corporation. The proof in support of the same shall be submitted with the bid documents. The Bidder/Bidding Firm must have GSTIN.

(b) **Experience:** The Bidder shall have experience for providing manpower services (DEOs/ Drivers/ MTS/ Programmer Assistant) in the Government Ministries/Departments/Public Sector(Central or State) for the last three consecutive years. In case no bidder has provided government experience / public sector experience, then the bidders with experience in reputed organization may be considered by the Competent Authority of the client.

2.2 Documents supporting the Minimum Eligibility Criteria:

(i) In proof of having fully adhered to minimum eligibility criteria at 2.1 (a), attested copies of PAN, Labour Registration, EPFO Registration, ESIC Registration shall be acceptable, which shall be submitted with the bid documents.

(ii) In proof of having fully adhered to minimum eligibility criteria at 2.1 (b), attested copies of experience certificates for completed work / ongoing work issued by the Government Departments / PSUs / reputed companies shall be acceptable.

(iii) Attested copy of the audited balance sheets for the completed three financial years i.e. for, 2014-15, 2015-16 and 2016-17. (However, in support of 2017-18, an attested and signed copy of provisional balance sheet shall be acceptable), which shall be submitted with the bid documents.

(iv) Attested copy of manpower wages roll and EPFO Challan in support of available manpower (duly submitted to EPFO) in respect of the previous quarter shall be acceptable, which shall be submitted with the bid documents.

3. **EARNEST MONEY DEPOSIT:**

3.1 The Earnest Money Deposit of Rs.10,00,000/- (Rs. ten lakh only) in the form of Account Payee Demand Draft/Bankers' Cheque issued by any Nationalized Bank drawn in favour of Section Officer, Department of Investment & Public Asset Management, Ministry of Finance, CGO Complex, Lodhi Road, New Delhi has to be submitted to the Under Secretary(Admn), Department of Investment & Public Asset Management, Room No.424, 4th Floor, Block No. 11, CGO Complex, Lodhi Road, New Delhi 110003 between 26.09.2018 and 3.00 P.M on 16.10.2018. The validity of the Demand Draft/Bankers' Cheque must be up to 03 (three) months starting from the date of submission of the bids.

3.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.

3.3 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

3.4 The bids without Earnest Money Deposit shall be summarily rejected. However, bidders from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from submission of EMD with their bids.

3.5 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable on EMD.

3.6 The bid security may be forfeited:

(i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or

(ii) In case of successful bidder, if the bidder

(a) fails to sign the contract in accordance with the terms of the tender document;

(b) fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or

(c) fails or refuses to honour his own quoted prices for the services or part thereof.

4. VALIDITY OF BIDS

4.1 Bids shall remain valid and open for acceptance for a period of 120 days from the last date of submission of Bids.

4.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder.

4.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

5. PREPARATION OF BIDS

5.1 **Language:** Bids and all accompanying documents shall be in English or in Hindi.

5.2 **Technical Bid:** Technical Bid should be prepared as per the instructions given in the Tender Documents along-with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount. Documents comprising the Bid:

(a) Technical Bid Submission Form duly signed and printed on Company's letterhead.

(b) Contact Details Form, duly filled and signed & stamped.
(c) Financial Capacity form - filled in and signed & stamped.

(d) Earnest Money Deposit of Rs. *10,00,000/-* .

(e) All attested supporting document in proof of having fully adhered to minimum eligibility criteria as referred in Section-2 above.

The Technical Bid along-with all the required documents as mentioned in the Tender Documents shall be submitted with bid documents.

5.3 **Financial Bid:** Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document. Then the Financial Bid shall be **submitted with bid documents.**

6. SUBMISSION OF BIDS

6.1 The Bidding Firms may submit their quotation in the format prescribed above [two bid system i.e (i) Technical Bid and (ii) Financial Bid] in a sealed cover to Under Secretary (Admn.), Room No.424, 4th Floor, Block No. 11, CGO Complex, Lodhi Road, New Delhi, within the last date of receipt of tender. The bidding firms are advised to submit two separate sealed envelopes super scribing "Technical Bids" and 'Financial Bids". Both envelopes should be kept in third envelop super scribing "Tender for outsourcing various services". All the documents in support of eligibility criteria etc. and other required documents are to be submitted along-with the Tender Documents. Tenders sent by any other mode will not be accepted.

6.2 The Bid shall be submitted not later than **3.00 PM of 16.10.2018** addressed to US (Admn), Department of Investment & Public Asset Management, CGO Complex, Lodhi Road, New Delhi-110003.

6.3 No Bid shall be accepted after the specified date and time. However the Competent Authority in the Department of Investment & Public Asset Management, reserves right to extend the date/time for submission of bids, before opening of the Technical Bids.

7. BID OPENING PROCEDURE

7.1 The Technical Bids shall be opened by Tender Opening Committee, on 16.10.2018 at 4.00 P.M., of the Department, in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

7.2 The Financial Bids of only those bidders, who fulfil the Technical Bid specifications mentioned in the Tender Document, shall be opened by the Tender Opening Committee.

7.3 A letter of authorization shall be submitted by the Bidder's representatives before opening of the Bids.

7.4 Absence of bidder or their representative shall not impair the legality of the opening procedures.

7.5 After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.

7.6 Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid.

7.7 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified/conveyed telephonically. However, in absence of such notification,' the bids will be opened on next working date, and time remaining unaltered. Department of Investment and Public Asset management has plenary authority to postpone the date fixed for opening of bids due to any unforeseen circumstances/issues, if any.

8. CLARIFICATION ON TECHNICAL BID EVALUATION.

8.1 The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation, and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.

8.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.

8.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.2.

8.4 The bidder(s) who will qualify in the technical evaluation stage shall only be considered for opening of Financial Bids by the Tender Opening Committee.

9. FINANCIAL BID OPENING PROCEDURE

9.1 The Financial Bids of all the technically qualified bidders shall be opened by the Tender Opening Committee in the presence of the qualified bidders/their authorized representatives, who choose to be present at the time of opening of the financial bids.

9.2 All the technically qualified bidders/their authorized representatives present at the time of opening of the Financial Bids shall be required to submit the Authorization letter from their Companies.

9.3 Absence of bidders or their authorized representatives shall not impair the legality of the process.

9.4 The financial bid will be evaluated and L1 will be decided on the basis of the "Sum total of contract cost inclusive of all taxes and duties for a period of two years" quoted by the service provider which is to be mentioned in the Financial Bid pro forma in the Tender Document.

9.5 If there is a discrepancy between words and figures, the amount in words shall prevail.

10. RIGHT OF ACCEPTANCE:

10.1 The Competent Authority in the Department of Investment & Public Asset Management, Ministry of Finance reserve all rights to reject any bid including bids of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority in the Department of Investment & Public Asset Management in this regard shall be final and binding.

10.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.

10.3 The Competent Authority in the Department of Investment & Public Asset Management reserves the right to award any or part or full contract to any successful agency(ies) at its discretion and this will be binding on the bidders.

10.4 In case of failure to comply with the provision of the terms and conditions mentioned by the agency that has been awarded the contract, the Competent Authority in the Department of Investment & Public Asset Management reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulting agency, which has been awarded the initial contract and this will be binding on the bidders.

10.5 The Department of Investment & Public Asset Management may terminate the contract if it is found that the Contractor is debarred/blacklisted on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertakings etc.

11. NOTIFICATION OF AWARD BY ISSUANCE OF 'LETTER OF ACCEPTANCE'

11.1 After determining the successful bidder after evaluation, the client shall issue a Letter of Acceptance (LoA) in duplicate, which will return one copy to client duly acknowledged, accepted and signed by the authorized signatory, within three (3) days of receipt of the same by the successful bidders.

11.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be binding to the contractor.

12. RETURNING OF EARNEST MONEY DEPOSIT (EMD).

12.1 The Earnest Money Deposit of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned within seven (07) days after opening of the eligible Financial Bids.

12.2 The Earnest Money Deposit of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned within seven (07) days, on award of contract to the successful bidder.

12.3 The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

F.No. 26/2/2017-G.A.
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Department of Investment & Public Asset Management
General Admin.

13. PROFORMA FOR SUBMISSION OF INFORMATION FOR EVALUATION OF TECHNICAL BID'

Sl. No	Particulars	Relevant Information	Page No of the supporting document, which is enclosed along-with the bid document
1	Name of Agency:		
2	GSTIN		
3	Full Address of Reg. Office Telephone No: FAX No. E-Mail Address.		
4	Full address of Operating Branch Office in Delhi (i) Telephone No. (ii) FAX No. (iii) E-Mail Address.		
5	Number of years in Operation		
6	Net Worth		
7	*No of years of experience in Govt.Sector / PSU/ Autonomous Bodies of Central Govt./ Supreme Court/High Court/ Tribunal under Central Govt.		

8	ISO Certificate – (Number of years)		
9	SA8000 Certificate (if any)		
10	OHSAS 18001 Certificate(if any)		
11	Any other International Accreditation certificate(if any)		

* A certificate to the effect that the entity has provided satisfactory service has to be furnished from the concerned Department/Organization for the purpose of consideration under this category .

Signature of authorized person

Date:
Place:

Name :
Seal :

Note: Proper page numbering of all the supporting documents must be made and submitted with the bid documents.

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SECTION-4

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

"Agreement"	The word "Agreement" and "Contract" has been used interchangeably.
Party	The word "Party" means the Successful Bidder to whom the work for providing the services of Programmer Assistant, Data Entry Operators, Drivers and MTS has been awarded and the client "Department of Investment & Public Asset Management, Ministry of Finance".
Letter of Acceptance	Shall mean the intent of the client to engage the successful bidder for providing the services of Programmer Assistant, DEOs, Drivers and MTS to carry out the daily routine work in the sections and divisions of Department of Investment & Public Asset Management.
Notice to Proceed	Shall mean the date at which the manpower services are to commerce.
Termination Date	Shall mean the date specified in the Notice of Termination given by either party to the other party, from which the contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party.
Contractor	Shall mean the successful bidder to whom the work of providing outsourced services in client' premise has been awarded.

1.2 CONFIDENTIALITY

1.2.1 The contractor shall take all precautions not to disclose, divulge and/or disseminate to any third party any confidential information, proprietary information on the client's business or security arrangements (including but not limited to the Assignment Instructions, Schedules and other subsequent Agreements) and/or business of the client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of client's information.

1.2.2 If the Contractor receives enquiries from Press / News / Medial Radio / Television or other bodies / persons, the same shall be referred by the Contractor to the Client immediately on receipt of such queries.

2.a. PERFORMANCE SECURITY DEPOSIT

2.a.1 The successful bidder will have to deposit Performance Security Deposit (PSD) of a sum equivalent to 10% of the accepted contract value in favour of DDO, Department of Investment & Public Asset Management, Ministry of Finance, New Delhi payable at New Delhi in form of Fixed Deposit Receipt (FDR) made in the name of the agency/firm **and hypothecated to the DDO, Department of Investment & Public Asset Management, CGO Complex, Lodhi Road, New Delhi-110003** within 15 days of acceptance of LoA. The PSD shall remain valid for a period of 3 year & 3 months from the date of commencement of the contract. The PSD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the PSD will have to be accordingly renewed by the successful bidder.

2.a.2 The Performance Security Deposit **(PSD)** will be forfeited by order of the Competent Authority in the Department of Investment & Public Asset Management in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance or for non-acceptance of the work order. On expiry of the contract, portion of the said FDR as may be considered by the Department of Investment & Public Asset Management sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.

(i) If the contractor is called upon by the Competent Authority in the Department of Investment & Public Asset Management to deposit Security and the contractor fails to provide the Security Deposit within the period specified, such failure shall constitute a breach of the contract and the

Department of Investment & Public Asset Management shall be entitled to make other arrangements at the risk, cost and expense of the contractor.

(ii) On completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on request of the contractor in writing.

2.b. NOTICE TO PROCEED

After the acceptance of the LoA and securing Performance Security Deposit from the successful bidder, client shall issue the 'Notice to Proceed', to the contractor authorizing him to provide manpower in the Department.

3. SIGNING OF CONTRACT AGREEMENT

3.1 The successful bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Articles of Agreement before commencement of the services.

3.2 Client shall prepare the draft Articles of Agreement in the Pro forma included in this document, duly incorporating all the terms of agreement between the two parties and send the same in duplicate to the successful bidder for their concurrence.

3.3 The successful bidder shall return the duly concurred copies of the draft Articles of Agreement within **Two (02) days** of receipt of the draft Articles of Agreement from the client, duly printed on the correct amount of stamp paper, duly adjudicated by the registrar of stamps where the contract is proposed to be executed.

3.4 The competent authority of the client shall sign the contract agreement and return a copy of the same to the successful bidder.

4. SERVICES REQUIRED BY THE CLIENT

4.1 The contractor shall be providing services to the client as per the details given herein, or any other location as required by the client to be read with the Special Conditions of Contract, Assignment Instructions and Schedule of Requirements.

4.2 The client shall pay the charges as agreed between the client and the contractor at the time of bidding process. A schedule of charges shall be annexed to the Articles of Agreement after finalizing the amount at the conclusion of the bidding process.

5. COMMENCEMENT OF SERVICES

The contract shall become legally binding and in force only upon:

5.1 Submission of Performance Security Deposit.

5.2 The contractor shall commence services of Programmer Assistant, Data Entry Operators, MTS and Drivers in the Department of Investment & Public Asset Management.

6. CONTRACTOR'S OBLIGATIONS

6.1 The contractor shall provide services of Programmer Assistant, Data Entry Operators, MTS and Drivers in the Department of Investment & Public Asset Management as per requirements which may be amended from time to time by the client during the contractual period and it shall always form part and parcel of the contract. The contractor shall abide by such assignments as provided by the client from time to time.

6.2 The contractor shall provide services of qualified personnel for the performance of its services hereunder and these personnel deployed shall be employees of the contractor only and the client shall not in any manner be liable and all statutory liabilities (such as ESI & PF, Bonus and after statutory dues etc.) shall be paid for by the contractor.

6.3 The contractor shall submit to the client the details of amount deposited on account of EPF, ESI and Bonus etc in respect of the deployed personnel to the concerned authorities from time to time.

6.4 The contractor shall produce to the client the details of payments of statutory benefits like bonus, leave, relief etc. from time to time to its personnel.

6.5 The Client shall have the right, within reason, to have any personnel removed, who is considered to be undesirable or otherwise and similarly the contractor reserves the right to remove any personnel with prior intimation to the client, emergencies exempted.

6.6 The contractor shall cover its personnel for personal accident and death whilst performing the duty and the client shall own no liability and obligation in this regard.

6.7 The personnel of the contractor shall not be the employees of the client and they shall not claim any salary or allowances, compensation, damages or anything arising out of their employment/duty under this contract. The contractor shall

make them know about this position in writing before deployment under this agreement. A copy of this written declaration must be provided to this Department and along with his/her acceptance in this regard.

6.8 The contractor shall also provide at its own cost all the benefits, statutory or otherwise to its employees and the client shall not have any liability whatsoever on this account. The contractor shall also abide by and comply with the Labour Laws, Workmen Compensation Act, EPF Laws, ESIC Laws, Income Tax Laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act, 1970) and the Rules made thereunder for the time being in force or any other law.

6.9 The contractor shall cover all its personnel under the relevant laws of EPF, Labour, ESIC etc. Proof of the same should be submitted by the contractor quarterly basis.

6.10 The contractor shall submit a copy of wages sheet showing monthly wages paid to its personnel.

6.11 All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the client.

6.12 The contractor shall not employ any person below the age of 18 years.

6.13 The contractor shall submit its organizational chart, showing therein the details of key personnel with their full contact details. The contractor shall also keep informing the client of any change in its organization or its personnel

7. CONTRACTOR'S LIABILITY

7.1 The contractor shall not be liable in any way whatsoever and the client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:

7.1.1 caused by, resulting from or in connection with any Act of Terrorism or any Biological or Chemical Contamination or any Nuclear Risks;

7.1.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause. whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data was due to the negligence or default of the contractor or any of its employees engaged in the provision of manpower services to the client.

7.2 The contractor shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.

7.3 The contractor shall provide timely services of Programmer Assistant, Data Entry Operators, MTS and Drivers in the Department of Investment & Public Asset Management.

8. CLIENT'S OBLIGATIONS

8.1 The Client shall comply with and fulfill the recommendations (if any), if deemed necessary by the client, made in writing by the contractor in connection with the performance of the services. The client shall notify the contractor of any dishonest, wrongful or negligent acts or omissions of the contractor's employees or agents in connection with the services as soon as possible after the client becomes aware of them.

8.2 The client shall not be under any obligation for providing empanelment to any of the personnel of the contractor after the expiry of the contract. The client does not recognize any employee-employer relationship with any of the workers of the contractor.

9. VALIDITY OF CONTRACT

The contract, if awarded, shall be valid for a period of two years and extendable by another one year at firm and fixed cost through meeting statutory requirement, from the date of award subject to continuous satisfactory performance. In case of breach of contract or in the event of not fulfilling the minimum requirements /statutory requirements, the client shall have the right to terminate the contract forthwith in addition to forfeiting the performance security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the client.

10. PAYMENTS

The payment of wages to the persons have to be made by the contractor in accordance with the provision of Section 21 of the Contract Labour (Regulation &Abolition) Act, 1970. The provisions of the said section are given as:

(1) Every principal employer shall nominate a representative duly authorized by him to be present at the time of disbursement of wages by the contractor and it shall be the duty of such representative to certify the amounts paid as wages in such manner as may be prescribed.

(2) It shall be the duty of the contractor to ensure the disbursement of wages in the presence of the authorized representative of the principal employer.

(3) In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then the principal employer shall be liable to make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.

(4) The firm/contractor will make payment of wages to the persons provided by 7th of every month.

(5) In case of failure to make payment of wages to the workers within the prescribed period or making short payment by the firm/contractor, the Performance Security Deposit amount deposited by the firm/contractor with the Department will be forfeited. The firm will also be blacklisted.

(6) All payments shall be made in Indian Currency by means of Electronic Clearance Service (ECS).

(7) The Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the contractor, and the amount so deducted shall be deemed to be a payment made to the contractor.

(8) No payment shall be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.

11. FORCE MAJEURE - OBLIGATIONS OF THE PARTIES

11.1. "Force Majeure" shall mean any event beyond the control of the client or of the contractor, as the case may be, and which is unavoidable notwithstanding the reasonable care of the party affected, and which could not have been prevented by exercise of reasonable skill and care and good industry practices and shall include, without limitation, the following:

(i) War, hostilities, invasion, act of foreign enemy and civil war;
(ii) Rebellion, revolution, insurrection, mutiny, conspiracy, riot, civil commotion and terrorist acts;
(iii) Strike, sabotage, unlawful lockout, epidemics, quarantine and plague;
(iv) Earthquake, fire, flood or cyclone, or other natural disaster.

As soon as reasonably practicable but not more than 48 (forty-eight) hours following the date of commencement of any event of Force Majeure, an affected party shall notify to the other party of the event of Force Majeure setting out, inter alia, the following in reasonable detail:

11.2 the date of commencement of the event of Force Majeure;

11.3 the nature and extent of the event of Force Majeure;

11.4 the estimated Force Majeure Period,

11.5 reasonable proof of the nature of such delay or failure and its anticipated effect upon the time for performance and the nature of and the extent to which, performance of any of its obligations under the contract is affected by the Force Majeure.

11.6 the measures which the affected party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure and to resume performance of such of its obligations affected thereby.

11.7 any other relevant information concerning the Force Majeure and / or the rights and obligations of the parties under the contract.

12. TERMINATION

This contract may be terminated by either party by giving written notice to the other if:

12.1 The other party is in material breach of its obligations under this Agreement and / or, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach; or

12.2 The contract may be terminated forthwith by the client by giving written notice to the contractor, if:

12.2.1 In case of breach of any of terms and conditions of the contract by the contractor, the Competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security Deposit in the form of Fixed Deposit Receipt shall be forfeited and encashed .

12.2.2 the contractor does not provide manpower services satisfactorily as per the requirements of the client or / and as per the Schedule of Requirements

12.2.3 the contractor goes bankrupt and becomes insolvent.

13. DISCLAIMER

The relatives / near relatives of employees of the client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

(a) Members of a Hindu Undivided Family.
(b) Their husband or wife.
(c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) &. daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law)

14. INSOLVENCY

14.1 The Competent Authority of the office in the Department of Investment & Public Asset Management may at any time by notice in writing summarily terminate the contract without compensation to the contractor in any of the following events, that is to say:-

If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or

i) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver or Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.

ii) If the contractor commits any breach of this contract not herein specifically proved for. Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

15. CURRENCIES OF BID AND PAYMENTS

15.1 The bidder shall submit its price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

16. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

16.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the client in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties.

16.2 **Jurisdiction of Court:** This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Delhi.

SECTION-5

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the "Instructions to the Bidders".

2. **INDEMNIFICATION:**

The successful bidder is solely liable to fully indemnify and keep the client indemnified against all losses/penalties/awards/decrees arising out of litigation/claims/application initiated against the Client on account of acts of omission/commission attributable to the contractor and which are punishable under the provisions of various Central Labour and Employment Acts including the following Acts as amended from time to time. The client shall be vested with sole discretion to determine damages /loss suffered on account of above firm, the dues payable from Performance Security Deposit as Performance Guarantee or from the personal property of bidder or property owned by his firm/company by way of initiating suitable legal litigation against the contractor at any point of time.

3. **LABOUR LAW COMPLIANCES**

3.1 The engagement and employment of personnel and payment of wages to them as per existing provisions of various Labour Laws and Regulations is the sole responsibility of the contractor and any breach of such laws or regulations shall be deemed to be breach of this contract. The client may ask the contractor to produce documents to verify that these provisions/laws are complied with by the contractor.

(a) All wages and allied benefits such as Leave, ESI, PF, Gratuity, Bonus etc, shall be paid by the contractor and the client shall not incur any liability or additional expenditure, whatsoever for personnel deployed.

(b) It is mandatory that the employees must be paid through bank/cheques/ECS only in terms of instruction of the Labour Commissioner.

3.2 The contractor shall abide by all labour laws, laws related to EPF Organisation, ESI Corporation, Workmen Compensation Act. The details of EPF, ESIC or any other deduction(s) as per the labour law in respect of their deployed staff shall be submitted by the contractor to the client every month along with the bill. The contractor shall abide, including but not limited to, matters relating to timely payment of wages and allowances, payment of minimum wages, payment of overtime, grant of leave, payment of workmen's compensation, working hours, safety, maternity benefits, holidays, framing of standing orders, disciplinary action against employees, payment of provident fund contributions, payment of gratuities and payment of bonus.

3.3 The contractor shall be liable for any legal dispute / case / claims that arises or may arise during currency of the contract due to non-compliances of labour or other related laws.

3.4 The contractor shall be responsible for compliance of all the laws/ rules/regulations and Govt. instructions that are/will be applicable to and aimed to protect the interest of the employees/workers, engaged by it and shall ensure payment of all the statutory dues/liabilities as may have arisen during the past 'or' may arise during the course of performance of the contract.

3.5 The contractor shall submit periodical returns as may be specified from time to time.

4. OFFICIAL RECORDS:

4.1 The contractor shall maintain complete official records of disbursement of wages / salary, showing specifically details of all deductions such as ESI, PF etc. in respect of all the staff deployed in premises of the client.

4.2 The contractor must maintain a personal file in respect of all the staff, who is deployed in Client's Office. The personal file shall invariably consists of personal details such as name, address, date of birth, sex, residential address (Temporary / Permanent) and all grievances recorded by the staff vis-a-vis action taken etc.

4.3 The contractor shall furnish an undertaking that within seven days of the close of every month they will submit to client a statement showing the recoveries of contributions in respect of employees with Certificate that the same have been deposited with ESIC / EPFO Commissioners.

4.4 Each monthly bill must accompany the:

(a) List of employees with their date of engagement
(b) The amount of wages (The contractor shall ensure that minimum wages are paid to all the employees with all the benefits (such as ESIC/EPF/Bonus etc.)
(c) Copies of authenticated documents of payments of such contributions to EPFO/ESIC.
(d) Declaration of the contractor regarding compliance of EPF / ESIC requirements.
(e) All other deductions not covered in previous Paras like admin. Charges etc. or deductions which are being made by the contractor as per the orders of Govt. of NCT pertaining to outsourced services, Delhi.

4.5 The contractor shall also prepare a register indicating all payments / dues in respect of all the employees.

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SECTION-6

SCHEDULE OF WORKS/ REQUIREMENTS

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In this Schedule of Requirements, the details of service/ requirements to be provided by the contractor and also, other information, instructions of the client and instructions to the contractor's employees deployed at the Client's site and all such other aspect of the contract are to be mentioned.

2. The service provider will be responsible for the conduct and behavior of the persons engaged with this Department. Types of outsourced services required, number of persons required in those outsourced services, work related specifications, qualifications and terms of work are mentioned below:-

S.No	Name of Outsourced service	Number of persons to be outsourced	Specifications, qualifications and terms of work
1.	DEO/Steno	20	(i)The candidates must be Graduate from a recognized University and should have knowledge of stenography in English. They should be well versed with various procedures of e-Office and all important basic softwares used in a computer system like Excel/Spreadsheet, Power Point, work related to scanning, creation of PDF, tying etc.
2.	Drivers	3	(i) Drivers should essentially have:- . A valid driving license for Light Motor Vehicle (Four Wheeler). (ii) Knowledge of motor mechanism. The driver should be able to repair minor defects in vehicles. (iii) Experience of driving a motorcar for at least 5 years in Delhi and not having been involved in any accident. (iv) It is desirable that the driver has qualified minimum 8th Standard & is preferably 10th Standard pass.

	3.	Programmer Assistant	1	(i) He/she should be M.Sc in Computer Science/IT OR Master's Degree in Physics/Mathematics/Statistics/Electronics and one year experience in work of website uploading, web publishing and maintenance of DDO combo software OR Graduate in Computer Science/IT/physics/Mathematics/Statistics/Electronics with either Post Graduate Diploma in Computer Application and one year experience in work of website uploading, web publishing and maintenance of DDO combo software or two years experience in work of website uploading, web publishing and maintenance of DDO combo software. (ii) He/she will be assigned with the work of website uploading, web publishing and maintenance of DDO combo software and any other work assigned by the Technical Director (NIC).
	4.	MTS	22	(i) The candidates must be at least 10^{th} Standard pass from a recognized Board/University and they will be semi-skilled workers and should have reading knowledge of English and Hindi.

3. GENERAL TERMS & CONDITIONS

(i) The firm should have an **experience of at least three years in providing the manpower services (Programmer Assistant/DEO/Driver/MTS) in the Ministries/Departments/PSUs. The firm/contractor must have a net worth of Rs.40 lakh per year for last three financial years.**

(ii) The firm/contractor shall furnish a list of the workers deployed along with their **full names, father's/husband's name, date of birth, full residential addresses (present & permanent), contact Tel. No. etc. The Firm/contractor shall be responsible to get the character and antecedents of the persons Verified by the Police** before deploying them in the Department of Investment & Public Asset Management. The authenticated copies of the police verification certificate/documents

of the persons, who are to be deployed in this Department, shall be submitted by the firm to this Department. THIS DEPARTMENT RESERVES THE RIGHT TO CONDUCT THE TEST, AS MAY BE DEEMED FIT TO ADJUDGE THE SUITABLITY OF THE PERSONS PROVIDED BY THE CONTRACTOR. This Department also reserves the right to get the persons' character and antecedents verified by the police, if deemed necessary.

(iii) The firm will also ensure that the persons deployed in this Department are medically fit and will keep record of their medical fitness. The company shall withdraw such persons, who are not found suitable by the Department for any reasons, immediately on receipt of such request from the Department. This medical fitness record can be asked for by this Department if deemed necessary at any point of time during the period of contract.

(iv) **There shall be no representation of any kind, implied or otherwise, of any automatic absorption, regularization, continued engagement or concession or preference in employment or employment security for the persons engaged by the service provider/ contractor for any engagement, service or employment in any capacity, in any office or establishment of the Government. A copy of each of the agreement entered into by the firm with the persons, deployed in the Department is required to be submitted to Section Officer (Admn.), Department of Investment & Public Asset Management within a fortnight of deployment.**

(v) The contract does not amount to employment with the Government nor confer any right on the contractor/firm, nor any representation by the Government as to the possibility or preference in employment at any time in future in respect of security and other personnel of the contractor/firm in any office/establishment of the Government.

(vi) The firm/contractor shall appoint a coordinator, who would be responsible for immediate interaction with the Department of Investment & Public Asset Management and the firm/contractor, so that optimal services are available without disruption.

(vii) The persons deployed shall be required to report for duty at 9.00 A.M.on the working days to the Section Officer (Admn.), Department of Investment & Public Asset Management and during his absence to US(Admn.) and to work until 5.30 P.M. or more as per instructions of US (Admn.) or SO (Admn.).

(viii) The persons engaged will observe office discipline and decorum and shall not misbehave with any official.

(ix) If, at any point of time, any person abstains himself/herself or goes on leave, a substitute shall be provided immediately by the contractor/firm.

(x) In case, any person is absent on a particular day and substitute is not provided, daily rate/pro rate shall be deducted from the bill for the month. In case, the Agency is asked to provide a substitute and fails in doing so within 3 (three) days, then a penalty equal to @10% of the daily wages of the worker will be imposed on the agency, besides deduction of daily wages.

(xi) The firm/contractor shall be directly responsible for settlement of any dispute or grievance of the 'persons' relating to his/her deployment in the Department of Investment & Public Asset Management and may other matters that may arise in this regard and this Department, in no way, be responsible for settlement of such issues/dispute.

(xii) Any liability regarding payments of wages to the 'persons' arising due to non-compliance with any of provisions of the Labour Laws or due to any human loss/injury during the course or work will be the sole and personal responsibility of the contractor. The successful firm/contractor shall submit, a notarized affidavit on a stamp paper of appropriate value to the effect that the firm undertake to pay Minimum Rates of Wages to the persons engaged as per applicable orders of Govt. of NCT, Delhi and to enhance the rates, as and when it is revised as well as all the statutory dues w.r.t ESI, EPF etc. to this Department. The contractor will submit the copies of the EPF statement/Pass Book, ESI Card along with monthly bill, without which the payment to the contracting firm will not be released.

(xiii) The successful bidder will submit an undertaking in form of duly executed affidavit to deposit EPF contribution of the Employer and Employee in the EPF Account of the persons every month.

(xiv) The successful bidder will also submit an undertaking in form of duly executed affidavit to the effect that if the contractor does not provide copies of depositing Employer and Employees share in the EPF Account of the employee, he will not be entitled for these payments.

(xv) The successful bidders will also submit an undertaking in the form of duly executed affidavit to comply with the instruction relating to payment of EPF in respect of those employees who are not in excluded category as per instruction issued by the Government on the subject.

(xvi) The employer's share of EPF will not be paid to the contractor for those persons, who are in the excluded category of EPF contribution as per latest guidelines issued by Ministry of Labour & Employment in this regard. The employer's share of EPF will be paid to the Contractor on production of documentary evidence of depositing the share in the individual employee's EPF account opened for the employee in his / her name.

(xvii) The firm/contractor shall undertake to provide the services for the entire duration regularly failing which the Performance Security Deposits and such other amount that may be due from this Department to the firm shall stand forfeited.

(xviii) If, at any point of time, the services being provided by the firm/contractor are found to be unsatisfactory in any manner, the Department of Investment & Public Asset Management will have full authority to discontinue the services of the firm/contractor by giving notice of 30 days. The decision of the Department of Investment & Public Asset Management in this regard shall be final and binding on the contractor.

(xix) The working hours of the persons shall be from 9.00 A.M, to 5.30 P.M. on the basis of 6 days working in a week. The persons shall have to sign the Attendance both at the time of arrival and departure.

(xx) In emergent situations the services of the persons may be required on Sundays/ Holidays also.

(xxi) If any extra services are provided viz., additional workers, additional hours of duty, duty on holidays, the contractor may claim the dues in terms of minimum wages prescribed.

(xxii) If, any persons arrives late or leaves early, a deduction of the daily rate shall be made on half-day basis.

(xxiii) The persons shall not be entitled for any financial/medical benefits that are admissible to regular employees of the Department of Investment & Public Asset Management. However, the contractor is required to pay wages to the persons engaged strictly as per the Minimum Wages Act modified from time to time including EPF, ESI and other social security schemes of the Government of NCT of Delhi and Ministry of Labour & Employment. The wages to the persons would be dynamic. The weekly rest etc. should also be allowed to persons as per statutory provisions. This is required to be quoted by all bidders at the time of submitting bids, which would be increased as and when increased by the Government authorities. All the statutory requirements such as obtaining valid Labour Licence on the basis of contract letter and compliance of all the provisions of social security legislations in general and provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (R&A) Rules, 1971 in particular are required to be complied with by the contactor. The contractor should quote their Service Charge for providing services of persons for this Department over and above the statutory payments to be made to each worker, so deployed. Except the Administrative Service Charges, quoted by the service provider, no other amount is to be retained by the service provider out of the minimum wages, EPF, ESI etc. as mandated by the statutory provisions on the subject.

(xxiv) The Administrative Service Charges per worker quoted by the firm in the financial bid shall be commensurate with the administrative and supervisory effort required for executing the contract.

(xxv) The rates of wages and the consequential revision in the statutory contribution on person's wages will be revised by this Department from the date of statutory revision in minimum wages of the persons and in case of revision in the rate of contribution on person's wages (i.e. EPF, ESI etc.) by the Delhi Government/Central Government, whatsoever may be the case. However, there will be no increase in the Administrative Service Charges quoted by the firm/contractor.

(xxvi) Complementary service by any firm is not acceptable. If any firm quote the Administrative Service Charges as zero/nil, it shall be treated as a invalid quote and shall result in summarily dismissal of the financial bid even though the firm otherwise technically qualifies.

(xxvii) The firm should be registered with ESI, PF, GST, Work Contract Tax, Labour Licence & PAN with the concerned authorities. **The head office/branch office of the service providers should be located in Delhi/ New Delhi.**

(xxviii) The contractor shall comply with all relevant Laws and the Rules made there under viz. Income Tax, ESI Act, PF Act, Factories Act, ID Act and Contract Labour (Regulation & Abolition) Act., Private Security Agencies (Regulation) Act, 2005 and Private Security Agencies Central Model Rules, 2006. Payment shall be conditional on fulfillment of the provisions of these Acts and the rules framed there under.

(xxix) The contractor must be registered under Contract Labour Act and must have the valid labour licence from the competent Licencing Officer under the provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and the Contract Labour (Regulation & Abolition) Central Rules, 1971.

(xxx) The contractor should provide two summer and two winter uniforms of white colour to all the MTS and drivers engaged by the firm in this Department every alternate year. The expenses regarding these uniforms shall be borne by the contractor only.

4. DEPLOYMENT AND MINIMUM REQUIREMENTS OF MANPOWER

(i) At present, total 46 persons are required in various categories, as detailed below, which may increase or decrease depending on the requirement:

Sl. No.	Name	Number
1	Data Entry Operator (Skilled)	20
2	Driver (Skilled)	03
3	Programmer Assistant (Skilled)	01
4	MTS (semi skilled)	22
	Total	**46**

5. OTHER GENERAL TERMS & CONDITIONS

(a). The Contractor must provide salary slips, EPF numbers and ESI Cards, duly activated, to all the deployed manpower at Client's office. The Contractor should also ensure that EPF statements to the deployed manpower are provided immediately after the financial year closing. Any delay in submission of these records will force Client to deduct a proportionate amount from the bills, as decided by the Competent Authority of Client.

(b). Contractor must employ adult and skilled personnel only. Employment of child labour shall lead to the termination of the contract at the risk and cost of the Contractor. Contractor shall deploy/engage reliable persons at Client's premises after proper character and police verification and impose any conditions as per prevailing contractual labour laws for such engagements, take disciplinary action or reward any person at work etc., at its sole costs, risks and responsibilities. Contractor shall intimate the details like name, age, parentage, address (residential as well as permanent) of all staff to the Client and shall also intimate changes in addresses of the staff as and when they take place.

(c). Contractor shall deal with and settle the matters related with Union of India, State Government(s) and Government UT Administrations and shall make sure that no labour disputes / problems are referred to Client. It shall totally indemnify Client in this regard.

(d). Contractor should at all times indemnify Client against all claims, damages or compensation under the provisions of Payment of Wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act, 1938; Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961; Delhi Shops and Essential Act or any modification thereof or any other law relating thereto and rules made hereunder from time to time. Client will not own any responsibility in this regard.

(e). Contractor staff shall always be disciplined and be presentable all the time during duty. The persons deployed by Contractor shall be properly trained, have requisite experience and skills for carrying out a wide variety of work. The Contractor shall be solely responsible to tackle the matters in case any of its staff deployed under this contract falls sick or is injured or goes on strike/ unfair activities etc. during performance of his/her duty. It shall indemnify Client in all respects under this contract.

(f). Contractor shall be solely responsible for any indiscipline, theft, loss or damage/accident to any person or persons / property at the premises on account of acts of omission and commission by the staff deployed by him. The client shall own no liability and obligation in case of any injury/death/illness of the persons engaged in this Department by the firm while performing any official duty.

(g). The payments to its employees shall be disbursed by the Contractor in the presence of the representative of Client, who shall sign the payment register in token of having disbursed the salary in his presence by Contractor.

6. CODE OF CONDUCT:

The Contractor shall strictly observe that its personnel:

- Are always smartly turned out and vigilant.
- Are punctual and arrive at least 15 minutes before start of their duty time.
- Take charges of their duties properly and thoroughly.
- Perform their duties with honesty and sincerity.
- Read and understand their post and site instructions and follow the same.
- Extend respect to all Officers and staff of the office of the Client.
- Shall not drink liquor on duty, or come drunk and report for duty.
- Will not gossip or chit chat while on duty.
- Will never sleep while on duty post.
- Will not read newspaper or magazine while on duty.
- Will immediately report if any untoward incident / misconduct or misbehaviour occurs, to Contractor and the Client.
- When in doubt, approach concerned person immediately.
- Get themselves checked by security personnel whenever they go out.
- Do not entertain visitors.
- Shall not smoke in the office premises.

7. CONFIDENTIALITY

- The phone number and movement plans of the client shall not be given to anyone.
- Car make, color and number of any officer(s)/official(s).
- Telephone no./ any other information.
- Location and movement plans.
- Meetings and conference schedules.
- Site plan of the premises.
- Travel details of the clients.
- Assets of the office.

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SECTION-7

PRICE SCHEDULE

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FINANCIAL BID

1. Sum total of contract cost inclusive of all taxes, GST, bonus, duties etc. for a period of two years = Rs._____.

Amount in words is _____

_____.

2. The expenses regarding the uniforms of MTS and drivers shall be borne by the contractor only as mentioned in 'Para xxx' on Page 39 of Tender Document.

3. Break up of Financial Bid is to be filled by the vendor/firm as per Annexure A

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Annexure A

S.NO	Item Head	Charges per month* (in Rs.)			
1.	Rate of wages per person per month. (Monthly wage rate must not be less than the minimum wages prescribed by the Govt. of NCT of Delhi under Minimum Wages Act, 1948.)	Data Entry Operator (Skilled)**	Driver (Skilled)	Programmer Assistant (Skilled)**	MTS(semi skilled)
2.	Statutory contributions on persons' wages (per person per month)-	Data Entry Operator (Skilled)	Driver (Skilled)	Programmer Assistant (Skilled)	MTS(semi skilled)
	(i)EPF (if applicable)	Data Entry Operator (Skilled)	Driver (Skilled)	Programmer Assistant (Skilled)	MTS(semi skilled)
	(ii)ESI (if applicable)	Data Entry Operator (Skilled)	Driver (Skilled)	Programmer Assistant (Skilled)	MTS(semi skilled)

	(iii) Bonus (if applicable)	Data Entry Operator (Skilled)	Driver (Skilled)	Programmer Assistant (Skilled)	MTS(semi skilled)
3.	Firm's Administrative Service charges per person per month.	Data Entry Operator (Skilled)	Driver (Skilled)	Programmer Assistant (Skilled)	MTS(semi skilled)
4.	Total per person per month	Data Entry Operator (Skilled)	Driver (Skilled)	Programmer Assistant (Skilled)	MTS(semi skilled)

*Charges (including all taxes and levies except GST).

Minimum wages of the category 'Graduates and above**' (if mentioned in the order of Govt. of NCT of Delhi) shall be applicable.

I/we accept all the terms and conditions of your letter referred to above.

Yours' faithfully,

(Name/ Seal of Firm/ Company)

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SECTION- 8

Section 8.1 FORM-I- CONTACT DETAILS FORM

Section 8.2 FORM-II- FORM FOR FINANCIAL CAPACITY

Section 8.2 FORM-III- ARTICLES OF AGREEMENT

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FORM-I

CONTACT DETAILS FORM

GENERAL DETAILS OF BIDDER

1. NAME OF THE COMPANY .....

2. NAME AND DESIGNATION OF AUTHORISED REPRESENTATIVE .....
.....

3. COMMUNICATION ADDRESS .....
.....

PHONE NO./MOBILE NO. .....

FAX .....

E-MAIL I.D. .....

PARTICULAR DETAILS OF THE BIDDER'S REPRESENTATIVE

1. NAME OF THE CONTACT PERSON .....
.....
.....

2. DESIGNATION .....

3. PHONE NO. .....

4. MOBILE NO. .....

5. E-MAIL I.D. .....

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UNDERTAKING

1. I, the undersigned certify that I have gone through the terms and conditions mentioned in the bidding document and undertake to comply with them.

2. The rates quoted by me are valid and binding upon me for the entire period of contract and it is certified that the rates quoted are the lowest rates as quoted in any other institution in India.

3. I/We give the rights to the competent authority of the office of the Department of Investment & Public Asset Management to forfeit the Earnest Money/Security money deposit by me/us in case of breach of conditions of Contract.

4. I/we hereby undertake to provide the services as per the directions given in the tender document/contract agreement.

Signature of the Authorised Signatory

Date :-

Place:-

Designation :
(Office seal of the Bidder)

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FORM-II

FORM FOR FINANCIAL CAPACITY

Description	Financial Years		
	2014-15	2015-16	2016-17
Annual Turnover			
Net Worth			
Current Assets			
Current Liabilities			
Total Revenues			
Profit Before Taxes			
Profit After Taxes			

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FORM-III

CONTRACT AGREEMENT NO .....Admn. DATED .....

THIS AGREEMENT is made on..... between **Under Secretary (Admn.), Ministry of Finance, Department of Investment & Public Asset Management** (hereinafter referred to as "Client" which expression unless excluded or repugnant to the context be deemed to include his successors and assigns), and whose principal place of office is at CGO Complex, Lodhi Road, New Delhi of the One Part,

AND

M/s .....having its registered office at .....(Hereinafter referred to as "the Contractor") which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for providing manpower services to Client.

NOW THIS AGREEMENT WITNESSETH as follows:

I. WHEREAS the Client invited bids through open tender, vide Notice Inviting Tender dated .....for "availing services of *Programmer Assistant, DEOs, Drivers and MTS* in the Department of Investment & Public Asset Management, Ministry of Finance under tender no. 26/2/2017-G.A dated.....

II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the procedure mentioned along with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide the requisite services to the Client

III. AND WHEREAS the Client has selected *M/s*..... as the successful bidder ("the Contractor") pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No. ..... to the Contractor on for a total sum of ..... [Rupees Only].

IV. **AND WHEREAS** the Client desires that the services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for carrying out such services.

V. **AND WHEREAS** THE Contractor acknowledges that the Client shall enter into contracts with other contractors/ parties for the services of Programmer Assistant, Drivers, MTS and DEOs. In cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.

VI. **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.

VII. **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing services in the Department, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

VIII. **AND WHEREAS** the Client and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

   (a) The Letter of Acceptance (LoA) issued by the Client.
   (b) Notice to Proceed (NTP) issued by the Client
   (c) The complete Bid, as submitted by the Contractor.
   (d) The Addenda, if any, issued by the Client.
   (e) Any other documents forming part of this Contract Agreement till date. (Performance Bank Guarantee, Bank Guarantee)
   (f) Charges - Schedule annexed to this Article of Agreement
   (g) Supplementary Agreements executed from time to time.

3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.

4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IX. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
DIPAM
(Department of Investment & Public Asset Management)

(Authorised Signatory)

(Authorised Signatory

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SECTION-9

CHECK-LIST

F.No. 26/2/2017-G.A.
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CHECK LIST ON PREPARATION OF BIDS

Sl. No.	Particulars	YES/NO
1.	Have you filled in and signed the Contact Details Form?	
2.	Have you read and understood various conditions of the Contract and shall abide by them?	
	TECHNICAL BID	
3.	Have you enclosed the EMD of Rs.10,00,000/- in the Technical Bid ?	
4.	Have you taken prints of all the Sections of Tender, in the prescribed paper size and signed on all the pages of the tender documents?	
5.	Have you submitted the proof of having met the following minimum eligibility criteria?	
5.1	Financial Capacity: Have you submitted Audited Balance Sheets?	
5.2	Registration with Government Bodies like ESIC, EPF, Labour Laws: Have you submitted a copy of each of the Registration certificate?	
5.3	Experience: Have you submitted the attested experience certificates issued by the Organizations/ Government /Deptts for the last five years?	
5.4	Manpower services: Have you submitted proof of manpower services performed?	
6.	Have you submitted the proof of authorization to sign on behalf of the bidder in theTechnical Bid?	
7.	Have your Technical Bid been prepared and submitted as per the requirements of the Tender?	
	FINANCIAL BID	
8.	Have your financial Bid proposal is duly filled, sealed and signed on all pages?	
9.	Have you quoted prices against each of the category, i.e manpower, material etc.?	
10.	Have your financial bid been prepared and submitted as per Tender?	