

**TENDER DOCUMENT FOR OUTSOURCING OF MANPOWER IN
THE MISSION DIRECTORATE - PYKKA, NEW DELHI**

Bid Details:

Date of issue of Tender Notice	
Last Date and Time for submission of bid	28.04.2014; 13.00 Hrs.
Address for communication	Mission Directorate-PYKKA Government of India Ministry of Youth Affairs & Sports Department of Sports Cafeteria Building Pragati Vihar Hostel CGO Complex, Lodhi Road New Delhi- 110003
Details of contact person	Shri A.K.Singh, Under Secretary Mission Directorate-PYKKA Government of India Ministry of Youth Affairs & Sports Department of Sports Cafeteria Building Pragati Vihar Hostel CGO Complex, Lodhi Road New Delhi- 110003 Tel : 011-24361823 email : uspykka@gmail.com
Date, Time & Venue of Pre-Bid Meeting (Questions to be sent by e-mail on or before 7 th day)	22.04.2014 at 14.30 Hrs. Mission Directorate-PYKKA Government of India Ministry of Youth Affairs & Sports Department of Sports Cafeteria Building Pragati Vihar Hostel CGO Complex, Lodhi Road New Delhi- 110003
Date, Time & Venue of Technical Bid Opening	28.04.2014 at 14.00 Hrs. Venue – Same as above



INTRODUCTION

1. Mission Director, PYKKA, New Delhi, invites sealed bids separately in two parts (Part I - Technical & Part II - Financial) from the eligible Service Providers for providing services of Accounts Assistant/ Assistant Programmer/ Executive Assistant/ Data Entry Operator/LDC/Hindi Typist and Attendant to Mission Directorate – PYKKA.
2. The bids, complete in all respects, must reach this office on or before 28.04.2014 upto 13.00 Hrs. The Technical Bid shall be opened on the same day at 14.00 Hrs.
3. All bids must be accompanied by a bid security as specified and must be delivered to the office at the date and time indicated above. Technical and Financial Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.
4. The Mission Director – PYKKA reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons thereof.



INSTRUCTIONS TO BIDDERS

A. Introduction

1. Eligibility of Bidders

- 1.1 The "Service Provider" Agencies/ Firms should be a ISO 9001/2008 certified organisation and have valid Registration Certificate, including registration with the Regional Labour Commissioner, EPF Registration, ESI Registration, TAN/PAN Card, Service Tax Registration and up to Service Tax clearance certificate and should have experience in similar line of business for more than 2 years towards out-sourcing of manpower as mentioned above, in any Government or Government aided organisation, PSUs, Universities, Autonomous bodies and similar organisations. The service providers should have local Office at Delhi / NCR for ensuring satisfactory fulfilment of contractual obligations.
- 1.2 The "Service Provider" Agencies/ Firms should have track record, manpower capacity and relevant experience in same field. They should produce satisfactory work completion certificate of appropriate value of work and certificate showing annual turnover for minimum two preceding years for not less than 50% of the estimated cost of the present contract.

2. Cost of Bidding

- 2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Mission Director – PYKKA (Procurer), will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

3. Cost of Bidding Documents

- 3.1 Rs 1000/= (Rupees one thousand only) towards the cost of tender documents is to be deposited in the form of demand draft drawn in favour of PAO (Sports) payable at New Delhi along with the Part I: Technical Bid. The Technical Bid document should also be accompanied by the **EMD** of Rs.60,000/- in the form of a **Demand Draft** in favour of the PAO (Sports) payable at New Delhi or **Bank Guarantee valid for six months**.

4. Content of Bidding Documents

- 4.1 The services required, bidding procedures and contract terms are prescribed in this bid document which includes the following:
- | | |
|--|-----|
| (a) Notice inviting tender | P1 |
| (b) Bid details | P2 |
| (c) Introduction | P3 |
| (d) Instructions to Bidder | P4 |
| (e) General Conditions of Contract (GCC) | P12 |
| (g) Scope of Work | P21 |
| (h) Undertaking by bidder | P23 |
| (i) Technical Bid (Part – I) | P24 |
| (j) Financial Bid (Part – II) | P27 |



The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

4.2 Amendment of Bidding Documents

- 4.2.1 At any time prior to the deadline for submission of bids, the Procurer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 4.2.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, or by e mail and will be binding on them.
- 4.2.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procurer, at its discretion, may extend the deadline for the submission of bids.
- 4.2.4 Any queries/clarifications regarding the contents of the Bidding Documents/nature of work should be addressed to the Procurer well in advance and should be received in this office before the scheduled pre bid meeting. Queries/clarifications should be sent in advance by Post/FAX/e-mail. Prospective bidders can also visit the sites to ascertain the nature of work.

C. Preparation of Bids

5. Language of Bid

- 5.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid and exchanged by the Bidder and the Procurer, shall be written in **Hindi or English language**.

6. Documents Comprising the Bid

The bid is required to be submitted in two parts. The first part is the Technical Bid (Part I) and the second part is the Financial Bid (Part II)

- 6.1 (A) The Technical Bid prepared by the Bidder shall include the following without indicating the price in the bid form:
 - a. The proforma at Annexure-II, duly filled in.
 - b. Agency profile including previous experience of manpower supply to
 - c. Government or Government aided organisation, PSUs, Universities, Autonomous bodies and similar organisations Acceptance of terms and conditions hereunder.
 - d. Demand Draft for Earnest Money Deposit.
 - e. Demand Draft towards cost of the Tender Document.
 - f. All other required documents in support of details given in Annexure - II.

(B) The Financial bid shall comprise the techno-commercial bid with price indicated



in the bid form.

7. Bid Prices

- 7.1 The Bidder shall indicate the unit prices and total bid prices of the services it proposes to provided under the order and enclose it with the financial bid.
- 7.2 Prices indicated by the bidder shall be inclusive of all incidentals including taxes
- 7.3 The rates for different category of manpower that may be required for the proposed services shall not be less than the rates of minimum wages prescribed by the Government from time to time under contract Labour (R&A) Act-1970 and the Minimum Wages Act 1948.
- 7.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account except due to statutory increases in wages, DA, taxes, etc.

8. Bid Currencies

- 8.1 Prices shall be quoted in Indian Rupees.

9. Documents Establishing Bidder's Eligibility and qualifications

- 9.1 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted
- 9.2 That the bidder meets the qualification criteria listed in bidding documents.

10. Bid Security

- 10.1 The Bidder shall furnish, as part of its bid, a bid security for an amount as specified in the Instruction to Bidders.
- 10.2 The bid security is required to protect the Procurer against the risk of Bidder's conduct, which would warrant the security's forfeiture.
- 10.3 The bid security shall be in Indian Rupees and shall be in Demand Draft in favour of PAO (Sports) payable at New Delhi or in the form of Bank Guarantee of equivalent amount.
- 10.4 Any bid not secured in accordance with Clauses above will be rejected by the Procurer as non-responsive.
- 10.5 Unsuccessful bidder's bid security generally will be discharged/returned not later than 30 days after the expiration of the period of bid validity or placement of order whichever is later.
- 10.6 The successful Bidder's bid security will be discharged upon the Bidder furnishing the performance security. The Bid security should be kept valid until then.
- 10.7 The bid security may be forfeited:



- (a) If a Bidder withdraws, modifies, revises, deviates, its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within **21 days and/or** fails to furnish Performance Security.

11. Period of Validity of Bids

- 11.1 Bids shall remain valid for **90 days** after the date of bid opening prescribed by the Procurer. A bid valid for a shorter period may be rejected by the Procurer as non-responsive.
- 11.2 In exceptional circumstances, the Procurer may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, fax or e mail). The bid security provided shall also be suitably extended. A Bidder granting the request will not be required nor permitted to modify its bid.
- 11.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

12. Format and Signing of Bid

- 12.1. The Bidder shall submit the bids in two separate envelopes. One envelop shall contain Technical Bid and the other shall contain the Financial, superscribed accordingly. These envelopes shall be enclosed in a third envelope.
- 12.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for unamended printed literature, shall be initiated by the person or persons signing the bid.
- 12.3 Any interlineations, erasures or overwriting shall be valid only if the persons or persons signing the bid initial them.

D. Submission of Bids

13. Sealing and Marking of Bids

- 13.1 The bidder shall seal the Technical Bids and Financial Bids in two Separate envelopes duly marked as "Technical Bid" and "Financial Bid". Both the envelopes shall then be sealed in one outer envelope.
- 13.2 The inner and outer envelopes shall:
- (a) Be addressed to the Procurer at the following address:

**Shri A.K.Singh, Under Secretary
Mission Directorate-PYKKA
Government of India
Ministry of Youth Affairs & Sports
Department of Sports
Cafeteria Building
Pragati Vihar Hostel
CGO Complex, Lodhi Road
New Delhi- 110003**



- (b) Bear the Tender No., due date and superscribed **"Do not open before 28.04.2014, 14.00 Hrs."**

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

13.4 Bids submitted by Telex, Cable, Fax or e-mail will be rejected.

14. Deadline for Submission of Bids

14.1 Bids must be received by the Procurer at the address specified not later than the time and date specified in the bid details. In the event of the specified date for the submission of Bids being declared a holiday for the Procurer, the Bids will be received up to the appointed time on the next working day.

14.2 The Procurer may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with terms of this document, in which case all rights and obligations of the Procurer and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Late Bids

15.1 **Any bid received by the Procurer after the deadline for submission of bids prescribed by the Procurer, will be rejected and/or returned to the Bidder.**

16. Modification and Withdrawal of Bids (Prior to deadline only)

16.1 The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Procurer prior to the deadline prescribed for submission of bids.

16.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this Tender document. A withdrawal notice may also be sent by telex or cable or fax or e mail but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

16.3 No bid may be modified subsequent to the deadline for submission of bids.

16.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

E. Opening and Evaluation of Bids

17. Opening of Bids by the Procurer

17.1 The Procurer will open all Technical Bids, in the presence of Bidders' representatives who choose to attend, as per the schedule given in bid details. Financial Bids of only Technically Qualified bidders will be opened after informing by e-mail/letter/phone. The Bidders' representatives who are present shall sign the quotation opening sheet evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Procurer, the Bids shall be opened at the appointed time and



location on the next working day.

17.2 The bidders' names, bid modifications or withdrawals, specifications, and the presence or absence of requisite bid security and such other details as the Procurer, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bid.

17.3 Bids (and modifications) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

18. Clarification of Bids

18.1 During evaluation of bids, the Procurer may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder.

19. Preliminary Examination

19.1 The Procurer will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

19.2 Arithmetical errors in the financial bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Service Provider does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, the **rate quoted in words will be taken as final** and shall be binding on the agency.

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

19.4 Prior to the detailed evaluation, the Procurer will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security/ Performance Security, Warranty, Force Majeure, Applicable law and Taxes & Duties, etc., will be deemed to be a material deviation.

19.5 If a bid is not substantially responsive, it will be rejected by the Procurer and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

20. Technical Evaluation

20.1 The Procurer will determine to its satisfaction whether the Bidder that is selected as having submitted a responsive bid on the basis of preliminary examination, is qualified to perform the contract satisfactorily.

20.2 The determination will take into account the Bidder's financial, technical and service providing capabilities. It will be based upon an examination of the documentary



evidence of the Bidder's qualifications submitted by the Bidder as well as such other information as the Procurer deems necessary and appropriate.

- 20.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid. The decision of the bidder in this regard shall be final and binding on the bidders.

21. Evaluation & comparison of bids

For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made on the basis of the rates quoted in the Financial Bid.

22. Contacting the Procurer

- 22.1 Subject to terms of this document, no Bidder shall contact the Procurer on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Procurer, it should do so in writing.
- 22.2 Any effort by a Bidder to influence the Procurer in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

23. Award Criteria

- 23.1 The Procurer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

24. Procurer's right to vary the scope of services at the Time of Award

- 24.1 The Procurer reserves the right at the time of Contract award to increase or decrease the scope of services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

25. Procurer's right to accept Any Bid and to reject any or All Bids

- 25.1 The Procurer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procurer's action.

26. Notification of Award

- 26.1 Prior to the expiration of the period of bid validity, the Procurer will notify the successful bidder in writing by registered letter or by cable or telex or fax or e-mail that the bid has been accepted by way of a Work Order.
- 26.2 Upon the successful Bidder's furnishing of performance security, the Procurer will generally notify each unsuccessful Bidder and will discharge its bid security.



27. Performance Security

- 27.1 Within 21 days of the receipt of notification of award/Work order from the Procurer, the successful Bidder shall furnish the performance security, in the Performance Security Form provided in the bidding documents.
- 27.2 Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and call for new bids.

28. Order Acceptance

The successful bidder should submit Order acceptance of the Work Order within 21 days from the date of issue, failing which it shall be presumed that the Service Provider is not interested and his bid security is liable to be forfeited.

A handwritten signature in black ink, appearing to read "Shams", is written over a horizontal line.

GENERAL CONDITIONS OF CONTRACT

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- a. "The Order" means the Order placed by the Procurer based on the rates quoted by the successful bidder, which should comply with the Minimum Wages Act and all other statutory provisions as applicable including all the attachments and appendices thereto and all documents incorporated by reference therein and all amendments of the Work order.
 - b. "The Contract Price" means the price payable to the Service Provider under the Order for the full and proper performance of its contractual obligations;
 - c. "Procurer" means the Mission Director - PYKKA.
 - d. "Services" means services proposed to be procured by the Procurer.
 - e. "GCC" mean the General Conditions of Contract contained in this section.
 - f. "The Procurer's country" is "India".
 - g. "The Service Provider" means the individual or firm supplying the Services under this Contract.
 - h. "Day" means calendar day.

2. Application

- 2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

3. Use of Contract Documents and Information

- 3.1 The Service Provider shall not, without the Procurer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Procurer in connection therewith, to any person other than a person employed by the Service Provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.
- 3.2 The Service Provider shall not, without the Procurer's prior written consent, make use of any document or information enumerated in this document except for purposes of performing the Contract.
- 3.3 Any document, other than the Contract itself, shall remain the property of the Procurer and shall be returned (in all copies) to the Procurer on completion of the Service Provider's performance under the Contract if so required by the Procurer.

4. Submission of the bids.

- 4.1 All bids complete in every respect must reach this office within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders,



Tenders received without Bid security/Earnest Money, cost of bidding documents, if applicable etc. shall be rejected.

4.2 The Procurer is not liable for late receipt of the tender documents.

5. Performance Security

5.1 Within 21 days after the Service Provider's receipt of order, the Service Provider shall furnish **Performance Security to the Procurer for an amount of 10% of the total estimated contract** value, valid up to 60 days after the date of completion of performance obligations.

5.2 The proceeds of the performance security shall be payable to the Procurer as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.

5.3 The Performance Security shall be a demand draft/Bank Guarantee in favour of the designated authority.

5.4 The performance security will be discharged by the Procurer and returned to the Service Provider not later than 60 days following the date of completion of the Service Provider's performance obligations, including any warranty obligations, unless specified otherwise in SCC.

5.5 In the event of any contract amendment, the Service Provider shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

6. Terms of Deployment of manpower for providing the Services

a) The manpower will have to be supplied by the service provider within 15 days of acceptance of award of contract and furnishing of performance security.

b) All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria indicated for each category.

c) The persons deployed by the service provider should not have any Police records/criminal cases against them. The service provider should make adequate enquiries about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the service provider will be got verified by the service provider before their deployment after investigation by the local police, collecting proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect submitted to this office. The service provider will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Service Provider shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request.

d) The service provider shall engage necessary persons as required by this office from



time to time. The Deployment of personnel is to be on monthly basis. The said persons engaged by the service provider shall be the employee of the service provider and it shall be the duty of the service provider to pay their salary every month.

- e) There will no Master & Servant relationship between the employees of the service provider and this office and further that the said person of the service provider shall not claim any absorption in this office or the Government of India.
- f) The service provider's person shall not claim any benefit/compensation/absorption/regularization of services from/in this office under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the service provider to this office.
- g) The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters as all are of confidential/secret nature.
- h) The personnel deployed by the service provider should be polite, cordial, positive and efficient, while handling the assigned work and their actions shall promote good will and enhance the image of this office and the Government of India. They should adhere to the normal office timings i.e., 9.00 am to 5.30 p.m. However, they may be required to overstay beyond office hours on certain occasions. The service provider shall be responsible for any act of indiscipline on the part of persons deployed by him. The service provider shall be bound to prohibit and prevent any of their employees from being intoxicated while on duty, trespassing or acting in any detrimental or prejudicial to the interest of this office. The decision of the officer in-charge upon any matter arising under the clause shall be final and binding on the service provider.
- i) That the persons engaged shall not be below the age of 18 years.
- j) The functional control over the personnel deployed by the service provider will rest with this office and the disciplinary administrative/Technical control over the personnel will rest with the service provider.
- k) No payment will be made to the personnel deployed by the service provider in case any of them is found absent on working days.
- l) This office may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/ her/their misconduct and the service provider shall forthwith comply with such requirements. The Service provider shall replace immediately any of its personnel, if they are unacceptable to this office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- m) The service provider has to provide Photo Identity Cards to the persons employed by him/her for carrying out the work. These cards are to be constantly displayed & their loss is to be reported immediately to the service provider by the personnel engaged.



- n) The transportation, food, medical and meeting of other statutory requirements in respect of each personnel of the service provider shall be the responsibility of the service provider and the Procurer will not be liable in any manner for the same..
- o) That the service provider will be wholly and exclusively responsible for payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees Provident Fund, ESI Act, Bonus Act, etc. and this office shall not incur any liability for any expenditure whatsoever on the persons employed by the service provider on account of any obligation. The service provider will require to provide particulars of EPF, ESI and Bonus of its employees engaged in this office. The service provider will comply all statutory provisions of law, rules and regulations of Act and keep this office informed about any amendment in the law from time to time. No additional amount will be payable to the service provider over and above the contract price except when the same is necessitated in order to comply with statutory obligations. The procurer will not be liable for any default by the service provider in complying with the applicable Acts, Rules or other statutory provisions.
- p) The service provider will submit the bill in triplicate to **THE MISSION DIRECTORATE - PYKKA, Government of India, Ministry of Youth Affairs & Sports, Department of Sports, Cafeteria Building, Pragati Vihar Hostel, CGO Complex, Lodhi Road, New Delhi- 110003** in respect of a particular month in the first week of the next month. The payment will be released by the third week of the following month after subject to certificate given by the Officer In-Charge and production of documentary evidence towards P.F./ESI/Bonus/Service tax etc., in respect of its staff for the previous month. Tax if any shall be deducted at source as per the relevant Acts.
- q) Payments to the service provider would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider. No wage/remuneration will be paid to any staff for the days of absence from duty.
- r) The service provider shall provide uninterrupted service. The service provider will provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of this office.
- s) The service provider shall be contactable at all times and message sent by phone/e-mail/Fax/Special Messenger from this office to the service provider shall be acknowledged immediately on receipt on the same day. The Service Provider shall strictly observe the instructions issued by the Ministry in fulfilment of the contract from time to time.
This office shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.
- t) The service provider on its part and through its own resources shall ensure that the goods, materials and equipments etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for acts of commission and omission on the part of its staff and its employees etc. During the period of contract if this office suffers any loss or damage to its properties, documents, etc. on any account including but not limited



to negligence, or default on the part of the employees/agents of the service provider or due to theft, pilferage, etc., then the service provider shall be liable to reimburse to this office for such loss. The amount of damages payable by the service provider on account of such loss will be decided by the Mission Director - PYKKA, whose decision shall be final and binding on the service provider. The service provider shall keep this office fully indemnified against any such loss or damage. Any accident/ casualty occurred during the course of working to any staff engaged by the service provider, the responsibility will remain with the service provider. For any accident or casualty occurred during the course of working to any staff deployed by the service provider, the liability that will arise out of the accident will be borne by the service provider. The responsibility will remain with service provider and this office will no way be responsible for it or any other clause mentioned above.

x) This office will maintain an attendance register in respect of the staff deployed by the service provider on the basis of which wages/remuneration will be decided in respect of the staff at the approved rates.

**N.B. 1. EPF, ESI, Bonus and other statutory contribution (as applicable) to be paid for personnel employed by Service Provider shall be responsibility of Service Provider.
2. The Service Provider will have to bear cost of providing personnel for this weekly off. The total monthly rates quoted shall inclusive off all these including profits, overheads, bonus, gratuity etc and taxes whatsoever payable.**

7. Execution of Contract.

7.1 The successful bidder will enter into an agreement with this office for supply of suitable and qualified manpower as per requirement of this office on these terms and conditions on judicial stamp paper. The above stamp paper will be arranged by the bidder for execution of agreement. The agreement will be valid for a period of one year commencing from the date of award of contract and shall continue to be in force in the same manner, unless terminated in writing. The service charges/rates quoted by the service provider shall be fixed for a period of one year and no request for any change/modification shall be entertained before expiry of the period. However, any statutory increase in wages/DA etc. will be borne by the Procurer after intimation of such increase alongwith documentary evidence is received from the service provider. The contract/agreement is extendable by one more year subject to satisfactory performance of the service provider and such amendments as mutually agreed to.

7.2 The agreement can be terminated by either party by giving one month's notice in advance. If the service provider fails to give one month's notice in writing for termination of the Agreement then one month's wages etc and any amount due to the service provider from the office shall be forfeited by this office.

7.3 That on the expiry of the agreement as mentioned above, the service provider will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the service provider, it shall be the entire responsibility of the service provider to pay and settle the same.



7.4 That if any amount is found payable by the bidders towards, wages, allowances and statutory dues in respect of personnel or any loss to this office property, the same shall be adjusted from the security deposit to the extent of the amount so determined reserving right to recover the deficit amount through other modes of recovery including the right to terminate the agreement without notice.

8. Payment

8.1 The service provider will submit the bill in triplicate in respect of a particular month in the first week of the next month. The payment will be released by the third week of the following month after subject to certificate given by the Officer In-Charge and production of documentary evidence of the actual wages paid to each personnel deployed by the service provider including deductions towards P.E./ESI/Service tax in their respect the previous month. Tax if any shall be deducted at source as per the relevant Act.

8.2 Payments to the service provider would be strictly on certification by the officer with whom he is attached that his services were satisfactory and attendance as per the bill preferred by the service provider.

8.3 No wage/remuneration will be paid to any staff for the days of absence from duty. All the Supporting Staff Deployed in MD - PYKKA will be paid their wages on monthly basis **(By ECS only)** by the Company/Firm/Agency and the photocopies of Salary Slip will be submitted in this Directorate.

8.4 In no case salary/wage payment to the deployed personnel would be correlated with the monthly bill/claim of the contractor, which are to be done/processed (or pending for payment) by the directorate i.e., if payment of contractor bill/claim is pending with directorate due to unforeseen circumstances, the contractor will have to make payment of monthly wages to his deployed supporting staff in this directorate and will not have any right to stop/withhold the salary/wage payment of deployed supporting staff in this directorate.

9. Contract Amendments

9.1 Subject to terms of this document, no variation in or modification of the terms of the Contract shall be made except by written amendment.

10. Assignment

10.1 The Service Provider shall not assign, in whole or in part, its obligations to perform under the Contract.

11. Delays in the Service Provider's Performance

11.1 Performance of the Services shall be made by the Service Provider in accordance with the time schedule specified by the Procurer.



- 11.2 If at any time during performance of the Contract, the Service Provider should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procurer in writing of the fact of the delay, its likely duration and its cause(s).
- 11.3 As soon as practicable after receipt of the Service Provider's notice, the Procurer shall evaluate the situation and may, at its discretion, extend the Service Provider's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 11.4 Except as provided under terms of this document, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of penalty in terms of this document, unless an extension of time is agreed upon the application of penalty clause in terms of this document.

12 Penalty clause

- 12.1 Subject to terms of this document, if the Service Provider fails to perform the Services within the period(s) specified in the Contract, the Procurer shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to is 1% per week and the maximum deduction is 10% of the contract price, after which the contract is liable for termination at Service Provider's cost, in case of additional expenditure in procurement or unperformed Services for each week or part thereof of delay until actual performance, up to a maximum deduction of the Percentage specified above. Once the maximum is reached, the Procurer may consider termination of the Contract.

13. Termination for Default

- 13.1 The Procurer may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service Provider, terminate the Contract in whole or part:
- a. If the Service Provider fails to perform the services within the period(s) specified in the order, or within any extension thereof granted by the Procurer; or
 - b. If the Service Provider fails to perform any other obligation(s) under the Contract.
 - c. If the Service Provider, in the judgment of the Procurer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- 13.2 In the event the Procurer terminates the Contract in whole or in part, the Procurer may procure, upon such terms and in such manner, as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procurer for any excess costs for such similar Goods or Services. However, the Service Provider shall continue the performance of the Contract to the extent not terminated.

14. Force Majeure

- 14.1 Notwithstanding the provisions of this document enumerated in the GCC, the Service Provider shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance



or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

14.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Procurer either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

14.3 If a Force Majeure situation arises, the Service Provider shall promptly notify the Procurer in writing of such conditions and the cause thereof. Unless otherwise directed by the Procurer in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

15. Termination for Insolvency

15.1 The Procurer may at any time terminate the Contract by giving written notice to the Service Provider, if the Service Provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service Provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Procurer.

16. Resolution of Disputes

16.1 The Procurer and the Service Provider shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

16.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procurer and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. In case of Dispute or difference arising between the Procurer and the Service Provider relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Mission Director - PYKKA and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order.

17. Governing Language

17.1 The contract shall be written in **English language**. Subject to terms of this document, **English language** version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.



18. Applicable Law

18.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction i.e., whole of New Delhi.

19. Notices

19.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by cable, telex, FAX or e mail and confirmed in writing to the other party's address specified in the SCC. For the purpose of all notices, the following shall be the address of the Procurer and Service Provider.

Procurer: **MISSION DIRECTORATE - PYKKA**
Government of India
Ministry of Youth Affairs & Sports
Department of Sports
Cafeteria Building
Pragati Vihar Hostel
CGO Complex, Lodhi Road
New Delhi- 110003

Service Provider: (To be filled in by the Service Provider)

.....
.....
.....
.....

19.2 A notice shall be effective when delivered or on the notice's effective date, which ever is later.

20. Taxes and Duties

20.1 Service Providers shall be entirely responsible for all taxes, duties, etc., incurred incidental to the performance of the services proposed to be provided by the Service Provider pursuant to the Contract.

20.2 In addition to the above terms, all terms of provision of services issued by Government of India existing and issued from time to time is applicable to this tender without prejudice to other terms.

21. Disqualification of Tenders

32.1 Tenders are liable for rejection if they are not in line with the terms and conditions of this tender notice.



32.2 Conditional quotations will not be considered and summarily rejected.

22. Details of services provided to Government/PSU/Autonomous organisations:

The Service Providers should who have provided identical or similar services to other Government or Government aided organisation, PSUs, Universities, Autonomous bodies and similar organisations and have to furnish the details of such services alongwith “Work done satisfactorily” certificate for the preceding two years along with the total value of such works.

A handwritten signature in black ink, appearing to be 'Sham', with a horizontal line underneath it.

UNDERTAKING BY THE BIDDER

DECLARATION

_____ Son/Daughter/Wife of Shri signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document:

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:

3. The information/documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law:

Signature of the Bidder with Seal

Name:

Designation:

Address:

Phone No.



TECHNICAL BID (PART - I)

Annexure-I

CHECK LISTS OF DOCUMENT SUBMISSION

Sl.No.	Documents to be submitted	Submitted	Not submitted	Remarks
1.	Copy of valid Registration of firms			
2.	Copy of valid Registration certificate of EPF			
3.	Copy of valid Registration Certificate of ESI			
4.	Copy of valid Labour licence			
5.	Copy of Income Tax Return for last 3 years			
6.	Copy of valid Service Tax Registration			
7.	List of clients (for last 2 years)			
8.	Proof of experience (for last 2 years)			
9.	Details of EMD deposited			
10.	Details of Cost of bidding document			
11.	Last 2 years audited statement from Chartered Accountant			
12.	Rate quoted complies with the Minimum Wages Act and all other statutory provisions as applicable			

Signature of Bidder Seal of Establishment

Full Name of Bidder with address & Date



DETAILS OF SERVICE PROVIDER

S.N.	Particulars	To be filled in by the tenderer
1	Name of the Agency	
2	Details of EMD	
	(i) Amount	
	(ii) Draft No.	
	(iii) Date	
	(iv) Issuing Bank	
3	Date of establishment of the agency	
4	Detailed office address of the Agency with Office Telephone Number, Fax Number and Mobile Number and name of the contact person	
5	Whether registered with and holding licence from all concerned Government Authorities including registration under Contract Labour (Regulation & Abolition) act 1970. (Copies of all certificates of registration to be Enclosed.)	
6	PAN/TAN Number (copy to be enclosed)	
7	Labour Licence Number (copy to be enclosed)	
8	Service Tax Registration Number (copy to be enclosed)	
9	EPF Registration Number (copy to be enclosed)	
10	ESI Registration Number (copy to be enclosed)	

11. Financial turnover of the tendering Company/Firm/Agency for the last 3 financial years.
(Attach separate sheet if space provided is insufficient)

Financial Year	Amount (Rs. Lakh)	Remarks if any
2011-12		
2012-13		
2013-14		

12. Give details of the major similar contracts handled by the tendering Company/Firm/Agency during the last three years in the following format:

Sl. No.	Details of client along with address, telephone numbers	Amount of Contract (Rs. Lakh)	Duration of Contract From	Duration of Contract To
1.				
2.				
3.				
4.				
5.				

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

13. Additional information, if any (Attach separate sheet, if required)

N.B. All licences/registrations should be valid for the entire proposed period of work.



FINANCIAL BID (PART - II)

ANNEXURE-III

PROFORMA FOR FINANCIAL BID

Rate per person/per day (* hrs excluding ½ hrs. lunch brake) Rs. _____
(Rupees _____) inclusive of all statutory liabilities, taxes, levies, cess/edu cess etc. with following break up:

Sr. No.	Category of Supporting Staff	Monthly Remuneration
1	Account Assistant	12,000/-
2	Executive Assistant	12,000/-
3	Assistant Programmer	12,000/-
4	Hindi Typist	(as per MWA, 1948)
5	Data Entry Operator/LDC	(as per MWA, 1948)
6	Attendant / Helper	(as per MWA, 1948)

Sl. No.	Component of Rate	Amount (Rs.) Non Graduate	Amount (Rs.) Graduate
1.	Daily Wage Rate (as per MWA, 1948)*		
2.	Employees Provident Fund @ % of 1 above		
3.	Employees State Insurance @ % of 1 above		
4.	Bonus @%		
5.	Service Tax Liability @ % of		
6.	Any other liability (Pl. indicate)		
7.	Contractors Admn./Service Charge		
	Total Column 1 to 7		

*Rates are to be quoted in accordance with the Minimum Wages Act, 1948 as applicable in the NCT of Delhi (Accounts Assistant/ Assistant Programmer/ Executive Assistant will be entitled for a monthly consolidated remuneration of Rs.12,000/- or any other amount decided by the Procurer in future, to be intimated to the Service Provider from time to time)

Certified that the above quoted rate complies with minimum wages act and all the statutory provisions & rules as applicable. The above rate is inclusive of Service tax or any other tax payable to Government and no other amount over and above the rates quoted shall be payable by the Procurer on any account.

Signature of Bidder

Office seal



**TECHNICAL AND FINANCIAL REQUIREMENT FOR SUPPORTING STAFF TO BE DEPLOYED BY THE SUCCESSFUL
COMPANY/FIRM/AGENCY IN THE MISSION DIRECTORATE - PYKKA**

Supporting Staff	Qualification Essential	Desirable	Age Group	Consolidated monthly amount (inclusive of EPF, ESIC, and Bonus etc.)	Typing Speed English/ Hindi	Knowledge of MS Office	Character Certificate	Police Verification	Experience
Account Assistant	B. Com	Post Graduate	20 to 35	12,000/-	35 wpm	Yes	Yes	Yes	2 Yrs
Assistant Programmer	BCA	MCA	20 to 35	12,000/-	35 wpm	Yes	Yes	Yes	2 Yrs
Executive Assistant	Graduate	Post Graduate	20 to 35	12,000/-	35 wpm	Yes	Yes	Yes	2 Yrs
Data Entry Operator	10+2	Graduate	20 to 35	As per applicable Minimum Wages	40 wpm	Yes	Yes	Yes	2 Yrs
Hindi Typist	10+2	Graduate	20 to 35	- Do -	40 wpm	Yes	Yes	Yes	2 Yrs
LDC	12 th	Graduate	20 to 40	- Do -	35 wpm	Yes	Yes	Yes	2 Yrs
Attendant	8th	10 th Pass	18 +	- Do -.	No	No	Yes	Yes	0 Yrs

Handwritten signature/initials