TENDER DOCUMENT

FOR OUTSOURCING THE SERVICES OF

“DATA ENTRY OPERATORS & MULTI TASKING SERVICES (MTS) IN DOLR”.


Department of Land Resources, Ministry of Rural Development, G-Wing, NBO Building, Nirman Bhawan, New Delhi-110011.
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SECTION – I

NOTICE INVITING TENDER

Department of Land Resources, Ministry of Rural Development, G-Wing,
NBO Building, Nirman Bhawan, New Delhi-110011


Sealed Tenders are invited by Department of Land Resources on behalf of President of India for outsourcing the services of “Data Entry Operators and Multi Tasking Services (MTS)” in the Department of Land Resources, Nirman Bhawan, New Delhi.

The schedule of activities is as follows:

**Critical Date Sheet**

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Activity Description</th>
<th>Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tender No.</td>
<td>NIT No. A-12035/3/2017-Admn dated: 20-06-2017</td>
</tr>
<tr>
<td>2</td>
<td>Sale of Tender Document</td>
<td>Tender Document can be downloaded from web site <a href="http://www.dolr.nic.in">http://www.dolr.nic.in</a> and <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a></td>
</tr>
<tr>
<td>3</td>
<td>Time and last date of depositing Tender / Bid</td>
<td>11-07-2017(5.00 PM)</td>
</tr>
<tr>
<td>4</td>
<td>Time and Date of Opening of Bid</td>
<td>12-07-2017(12.00 Noon)</td>
</tr>
<tr>
<td>5</td>
<td>Minimum Validity of tender offer</td>
<td>90 days from the date of Opening</td>
</tr>
<tr>
<td>6</td>
<td>Services to be offered</td>
<td>“Data Entry Operators (DEO) and Multi Tasking Services (MTS)” in the Department of Land Resources, Nirman Bhawan, New Delhi. (Estimated approx work: 1. Skilled manpower – DEOs = 24 No 2. Unskilled manpower – MTS = 12 No for 9 hours per day; all the 26 days in a month and 12 months in year.)</td>
</tr>
<tr>
<td>7</td>
<td>Estimated cost of tender</td>
<td>Rs 1,00,00,000/- (Rs One Crore Only)</td>
</tr>
<tr>
<td>8</td>
<td>Amount of EMD to be deposited</td>
<td>Rs. 2,500,000/- (Rs Two Lakh Fifty Thousand only)</td>
</tr>
<tr>
<td>9</td>
<td>Duration of contract</td>
<td>One Year from the date of award of contract and extendable for further period of one year.</td>
</tr>
<tr>
<td>10</td>
<td>Performance Security</td>
<td>Rs. 5,00,000/- (Rs Five Lakh Only)</td>
</tr>
</tbody>
</table>

Tender document can also be downloaded from the website http://www.dolr.nic.in and https://eprocure.gov.in/eprocure/app

Sd/-
Under Secretary
DoLR, New Delhi
To,
The U.S (Admn.),
DoLR, New Delhi.,

Dear Sir,

Having examined the conditions of contract and specifications including addenda Nos........the receipt of which is hereby duly acknowledged, we, undersigned, offer to undertake the work of providing Data Entry Services & MTS in the Department of Land Resources, Ministry of Rural Development, G-Wing, NBO Building, Nirman Bhawan, New Delhi-110011 in conformity with the schedule of works, conditions of contract attached herewith and made part of this Bid.

1. We undertake if our Bid is accepted, we will execute the work/services in accordance with specifications, time limits & terms and conditions stipulated in the tender document.
2. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum (together with Bid Security /EMD) @ 5% of the contract value for the due performance of the contract.
3. We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
5. We also declare that the printed terms and conditions if any at the back of our tender quotation or any of the paper enclosed are not applicable.
6. We understand that you are not bound to accept the lowest or any bid, you may receive.
7. We have enclosed herewith a DD for a sum of Rs. ______________ towards Bid security.

EMD particulars

<table>
<thead>
<tr>
<th>D.D.No.</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of the Bank:</td>
<td></td>
</tr>
<tr>
<td>Branch:</td>
<td></td>
</tr>
</tbody>
</table>

Dated this ........day of........(the year)

Signature of Authorized Signatory..........................................................
In capacity of.................................................................

Duly authorized to sign the bid for and on behalf of.............................

Witness...................... Signature...........................................

Address.....................
SECTION-III

TENDERER’S PROFILE & CERTIFICATES

1. Name of the Tenderer/firm

2. Name of the person submitting the tender whose photograph is affixed Smt/Sr

(In case of Proprietary/partnership firms, the tender has to be signed by Proprietor/Partner only, as the case may be)

3. Address of the firm
   (Give both Registered office and Operating/Branch office details)

4. Telegraphic Address

   e-mail id :

5. Telephone No. (With STD Code)
   (Off)
   (Fax)
   (Res)
   (Mobile)

6. Registration & Incorporation particulars of the firm:
   (Please attach attested copies of documents of registration/incorporation of your firm with the competent authority as required by business law)
   i) Proprietorship
   ii) Partnership
   iii) Private Limited
   iv) Public Limited

7. Name of the Proprietor/Partners/Directors
8. Permanent Income Tax Number,
Income Tax circle
(Attach a copy of PAN card)

(Attach attested copy)

10. EPF Registration No.
(Attach attested copy)

11. ESI Registration No.
(Attach attested copy)

12. License No. issued by Labour officer
(Attach attested copy)

13. Tenderer’s bank, its address and
his current account number

14. Attested copy of experience certificate / certificates issued by the competent authority
for the satisfactory work carried out in outsourcing of Data Entry & MTS or job of
similar nature to Central/State Government/ Public Sector/ Banks etc., during last one
year. The summary of that can be tabulated in the given format in chronological order

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Details of client along with address, telephone and FAX numbers</th>
<th>Amount Contract(Rs. Laces)</th>
<th>Experience certificate for the period from and to From To</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Place: __________________________ Signature of Tenderer/Authorized Signatory

Date: __________________________ Name of the Tenderer

Seal of the Tenderer

[Signature]
CERTIFICATE
(FOR NEAR RELATIVES IN DoLR)

I..................................S/o..................................hereby certify that none of my relative(s) as defined in the Tender document is/are employed in DoLR, New Delhi as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, DoLR shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

I/We hereby declare that the information furnished above is true and correct.

Place : ___________________________ Signature of Tenderer/Authorized Signatory ___________________________

Date : ___________________________ Name of the Tenderer ___________________________

Seal of the Tenderer ___________________________

The near relative(s) means:

a) Members of a Hindu Undivided family;

b) They are husband and wife.

c) The one is related to the other in manner as father, mother, son(s) & son’s wife (daughter-in-law), Daughter(s) & daughter’s husband (son-in-law), brother(s) and brother’s wife, sister(s) and sister’s husband (brother-in-law)

In case of proprietorship firm, certificate will be given by the proprietor, and in case of partnership firm, certificate will be given by all the partners and in case of Ltd. Company by all the Directors of the company or company secretary on behalf of all directors). Any breach of these conditions by the company or firm or any other person, the tender/work will be cancelled and earnest money/security deposit will be forfeited at any stage whenever it is so noticed. The department will not pay any damages to the company or firm or the concerned person. The company or firm or the persons will also be debarred for further participation in the concerned unit.

Signature of the Tenderer with seal*
CERTIFICATE
(FOR DOWNLOADING OF TENDER DOCUMENT FROM WEB SITE)

"I…………………………………………………………(authorized signatory) hereby declare that the tender document submitted has been downloaded from the website "http://www.dolr.gov.in and https://eprocure.gov.in/eprocure/app" and no addition / deletion / correction has been made in the proforma downloaded.

Place : ___________________________ Signature of Tenderer/Authorized Signatory__________________________

Date : ___________________________ Name of the Tenderer ____________________________________________

Seal of the Tenderer _________________________________________________________________

DECLARATION
(FOR EPF & Misc. provisions Act 1952)

I……………………………………………………………………...(name of the contractor/agency) hereby declare compliance towards conditions of the EPF provisions Act 1952 and other relevant statutory acts, and authorize DoLR to recover any payment that arises due to failure to comply with any of the Labour legislations and statutory conditions viz., Labour, EPF, ESI etc., or any other acts dealing with the same and all other acts mentioned in the tender document.

Place : ___________________________ Signature of Tenderer/Authorized Signatory__________________________

Date : ___________________________ Name of the Tenderer ____________________________________________

Seal of the Tenderer _________________________________________________________________

Authorized Signatory
Pre Receipt
(For return of Earnest Money)

Received Rupees ................................................................. (in words)
from DoLR, New Delhi being the amount towards Bid Security under Tender Enquiry No
........................................................................ Dated ............................................. vide Cheque/DD No
........................................................................ dated .................................. of Bank .............................................

Place : .................................................. Signature of Tenderer/Authorized Signatory

Date : .................................................. Name of the Tenderer

Address

Phone No's

Seal of the Tenderer

Note: Bid Security will be returned only after finalisation of the tender
SECTION IV
INSTRUCTIONS TO BIDDERS

1. The tenderer must read carefully all the terms, conditions and specifications before filling up the tender schedule and his financial bid. The Tenderer shall be bound by all terms, conditions and specifications as detailed in this tender document. The tenderers who are confident of executing the contract in time by employing the required resources, manpower and materials, need only participate in this tender.

2. DEFINITIONS:

1. The CONTRACT means the documents forming the tender and acceptance thereof and the formal agreement executed between DOLR and the CONTRACTOR together with the documents referred to therein including NIT, All sections of the tender document, instructions issued from time to time by the Competent Authority and all these documents taken together shall be deemed to form one contract and shall be complimentary to one another.

2. 'DoLR' means Department of Land Resources, New Delhi.

3. 'Bidder'/ Tenderer means the individual or companies who participate in this Tender and submits its bid.

4. 'Contractor' means the individual or company carrying out the works under the contract.

5. The expression "WORKS" or "WORK" shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.

6. "Change" shall mean a substitution for or omission of any work or other requirements within the general scope of the work; the performance of or compliance with which is contemplated by the contract documents.

7. Extra work" shall mean any work or compliance with any requirements, other than a change which is not, expressly or impliedly contemplated by the contract documents, and which is necessary to be performed for the proper completion of the contracted work. For the purpose of clarifications, it is declared that, any work or operation which shall be necessarily incidental to the proper performance of any item of work or part thereof shall be deemed to have been by implication provided for in the relevant item of work or part thereof and shall not constitute extra work.

8. 'Letter of Intent -LOI' means the letter indicating the intention of the DoLR to award the work to the Contractor.

9. 'Contract Price' means the price payable to the Contractor under the work order by the DoLR for the full and proper performance of the contractual obligations between the Contractor and the DoLR.

10. The "SITE" shall mean the location wherein the work is to be executed under the contract.

11. The "COMPETENT AUTHORITY" means the HoD, DoLR, New Delhi.
3 ELIGIBLE BIDDERS:

a. Bidder must be a firm/ agency/ company that should be registered with appropriate authorities and attested copy of registration need be attached.

b. Bidder must have Service tax registration certificate issued by competent authority.

c. Bidder must have EPF and ESI registration with competent authority.

d. Bidder must have PAN/TAN/GIR card.

e. Bidder should have at least one year of similar Experience in PSUs/BANKS/GOVERNMENT DEPARTMENTS etc.,

f. Bidder should enclose previous year income tax return certificate.

g. “No near relative” of the bidder firm/company be working/employed in Department of Land Resources, New Delhi.

NOTE: In case the bidder is not having documents at (b), (c), (d), (f) he shall give an undertaking along with the bid, that he shall furnish these documents within 90 days of award of contract, failing which the tender will be terminated.

4 COST OF BIDDING

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

5 THE BID DOCUMENTS

The Bid Documents include:

1. Notice Inviting Tender
2. Bid Form
3. Tenderers Profile & certificates
4. Instructions to Bidder
5. General Conditions of Contract
6. Specifications & Schedule of Works
7. Agreement Format
8. Performance Security Bond Form
9. Letter of authorization to attend Bid opening
10. Check list for Bidders
11. Financial Bid Form

Bidders are expected to examine all instructions, forms, terms and conditions in the Bid documents. Failure to furnish all information required as per the Bid documents or submission of bids not substantially responsive to the Bid documents in every respect will be at the bidder’s risk and may result in rejection of the bid, forthwith.
6. CLARIFICATION OF BID DOCUMENTS

a) Bidders requiring any clarification on the Bid Documents shall notify the US (Admn.), DoLR, New Delhi, in writing or by FAX at the Officers mailing address indicated in the invitation of Bid. The US (Admn.), DoLR, New Delhi shall respond in writing to any request for the clarification of the Bid Documents which he receives not later than 2 working days prior to the date of opening the Tenders.

b) The clarifications made as above shall form part of the Bid document and will be treated as amendment to the Bid document. These clarifications will also be made available in the website and bidders who have downloaded Bid document from the internet are to submit the bid document accordingly after taking into account all the clarifications issued.

7. AMENDMENT OF BID DOCUMENTS

a) At any time prior to the date of submission of Bids, DoLR may, for any reason, whether on its own initiative or in response to any clarification received from a bidder, modify bid documents by amendments.

b) The amendments made shall be notified in writing or by FAX to all prospective bidders at the address intimated at the time of purchase of Tender document and these amendments will be binding on them.

c) In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the DoLR may, at its discretion, extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the website as and when it is made.

d) Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.

8. DOCUMENTS COMPRISING THE BID

The Bid prepared by the bidder shall comprise the following components

a) Documentary evidences in accordance with Clause 3 and 11 that the bidder is eligible and is qualified to perform the contract if his bid is accepted.

b) Bid Security furnished in accordance with Clause 12.

c) Bid Form, Tenderers Profile with Certificate and Financial Bid completed in accordance with Section II, III, XI.

9. BID FORM

The Bidder shall complete the Bid form (Section II), Tenderers Profile with Certificates (Section III) and prices as per Financial Bid Form (Part – II, Section XI), furnished in the Bid documents, indicating the services to be carried out, and Brief description of the services.
10. BID PRICES

Separate rates are to be quoted based on the Schedule of work for each type of manpower—Skilled, unskilled.

11. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

The following documents must be submitted by the bidder with technical bid.

a) Tenderer's Profile duly filled as per section III.

b) Bid Security in the form of DD in favour of PAO, Department of Land Resources, 6th Floor, Block-11, CGO Complex, New Delhi DD should bear the date after the date of NIT.

c) Tender document(s), in original, duly filled in and signed by Tenderer or his authorized representative along with seal on each page. All corrections and overwriting must be signed with date by the Tenderer or his authorized representative.

d) The contracting firm/ agency/ company should be registered with appropriate authorities and attested copy of registration may be attached.

e) Original “Power of Attorney” in case person other than the Tenderer has signed the tender documents.

f) Certificate regarding no near relative is working in Department of Land Resources, New Delhi as per section III. (Please ensure that “No near relative certificate “as per section III is to be signed by all the partners of the firm/directors of the company or company secretary on behalf of all directors).

g) Attested copy of service tax registration certificate issued by competent authority.

h) Attested copy of EPF and ESI registration with competent authority.

i) Attested Copy of PAN/GIR/TAN Card

j) Attested Copy of experience certificate of similar work for at least One year (Total period) during the last five years in outsourcing the manpower or job of similar nature to Public Sector Companies / Banks and Government Departments etc.

k) Income tax returns of the previous year.

l) Certificate in case Tender Document is downloaded from Web site (as per section III).

m) Attested copy of Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable
12. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

a) Bid Security/ Earnest Money shall be paid by Demand Draft drawn on any Scheduled Bank drawn in favour of the of PAO, Department of Land Resources, 6th Floor, Block-11, CGO Complex, New Delhi payable at Delhi as mentioned in the notice inviting tender. Earnest Money in cash or in the form of cheque or in any other form will not be accepted.

b) Interest shall NOT be payable on the Bid Security / Earnest Money deposit.

c) The successful bidder’s Bid Security/ EMD shall be converted as part of Performance Security (Security Deposit) (or) in case Performance Bank Guarantee is furnished for the full amount towards Performance Security (5% of the value of contract), the Bid Security will be discharged upon the bidder’s acceptance of the contract. Bid Security / Earnest Money of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, normally within six months from the date of opening of tenders.

d) The Bid Security is required to protect the DoLR against the risk of bidder’s conduct, which would warrant forfeiture of Bid Security pursuant to Clause 12.f

e) A Bid (Tender) not accompanied by the Bid Security shall be rejected by the DoLR being non-responsive at the bid opening stage itself.

f) Bid Security (EMD) will be forfeited and the acceptance of the tender will be reconsidered or revoked or cancelled at the discretion of DOLR which will not amount to imposing of penalty:

(i) If the bidder withdraws his bid after the bids have been opened

(ii) If the bidder fails to execute the Agreement or fails to remit the required security deposit (Performance Bank Guarantee) within seven working days of being called upon to do so.

13. PERIOD OF VALIDITY OF BID

The tender submitted by Tenderer will remain valid for acceptance for a period of 90 (Ninety) days from the date of opening of the tender. Tenderer shall not be entitled during this period of Ninety days, without the consent in writing of DoLR to revoke or cancel his tender or to vary the tender submitted or in terms thereof. The DoLR shall communicate the acceptance of tender to the successful Tenderer(s). Due to administrative reasons, extension of the time period, if requested by the DoLR in writing, the Tenderer shall accede to such request for extension and communicate his acceptance to the DoLR in writing.

14. SUBMISSION OF BIDS

a) Bids shall be submitted online only at CPPP website: “https://eprocure.gov.in/eprocure/app”. Tenderer / Contractors are advised to follow the instructions provided in the Instructions to the contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement of Bids online through the CPPP for e-procurement at: https://eprocure.gov.in/eprocure/app"
b) **FINANCIAL BID**: Rate for outsourcing of “Data Entry Operators (DEO) and Multi Tasking Services (MTS)” in the Department of Land Resources, Nirman Bhawan, New Delhi should be quoted clearly in the financial bid (Part-II, Section XI). In financial bid, the contractor is required to quote the consolidated rate per month per service (Unskilled/ Semiskilled/ Skilled) in Part A of Table-I showing the breakup of rates. The rates quoted should be inclusive of all statutory / taxation liabilities in force at the time of bid. The net amount to be paid per month to the unskilled / semiskilled/Skilled service after deducting the employee contribution towards EPF, ESI etc. are to be mentioned in Table-II of Financial Bid. The monthly rates quoted in Table-I, cannot be less than the minimum wage amount for respective category – Skilled/Semiskilled/ Unskilled service as the case may be. The lowest bidder shall be evaluated on the total cost of all items in the tender as given in Section VI of the tender document.

c) The e-Tender is invited under two bid system. The bidder shall submit TECHNICAL BID & FINANCIAL BID simultaneously. The technical bids will be evaluated first and thereafter financial bids of eligible bidders only shall be opened.

d) Any tender with conditions other than those specified in the tender documents, is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

e) In the event of tender document being downloaded from the web site a declaration in the proforma given in Section III, has to be submitted along with the Bid document.

f) No person is permitted to bid for tender whose relative(s) is (are) working in Department of Land Resources, New Delhi. The Tenderer thus should give certificate along with tender document that none of his/her relative is working in Department of Land Resources, New Delhi. Near relative for this purpose is defined in Section III.

15. **LATE BIDS:**

Tenders will not be received after the specified time of closing of the tender and the same shall be rejected. It is the sole responsibility of the tenderer that he should ensure timely submission of tender.

16. **MODIFICATION AND WITHDRAWAL OF BIDS**

The Bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the DOLR prior to the deadline prescribed for submission of bid. The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of submission of bids.

17. **BID OPENING**

DOLR shall open bids in the presence of bidders or their authorized representatives who chose to attend at the time and date indicated in the NIT. Authority letters for attending the bid opening shall be produced by the bidder’s representatives before they are allowed to attend the bid opening. Bidders or their
representatives who are present will sign an attendance register. Without authorization letter, bidder’s representatives will not be allowed to be present for bid opening.

A maximum of one representatives of any bidder shall be authorized and permitted to attend the bid opening.

Bidder’s name, bid price, modifications, withdrawals and such other detail, as deemed fit by the Chairman of the Tender Opening committee, will be notified.

The date for opening of bids, if subsequently declared as holiday by DOLR, the revised date will be notified separately. However, in the absence of such notification, the bids will be opened on the next working day, time and venue remaining unaltered.

Note: - The “Financial Bid” of only qualified tenders will be opened. The tenderer shall quote the rate in English only, both in words and figures and only in the manner as specified for every mentioned item separately.

18. **BID EVALUATION**

Prior to the detailed evaluation of Technical and Financial bids the DOLR will determine the substantial responsiveness of each bid to the Bid document. Substantially responsive bid is one which confirms to all the terms and conditions of bid document without material deviation. The DOLR’s determination of bid’s responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

A bid determined as substantially non-responsive will be rejected by the DOLR and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity. However the DOLR may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any bidder.

Bid evaluation will be carried out in two stages. Technical evaluation will be carried out to determine whether the bids received are generally in order as per Clause 8 and fulfil the eligibility criteria, etc. and substantially responsive to all the conditions of Tender document.

The financial bids of those bidders whose technical bid has been satisfactorily evaluated and found substantially responsive, will be opened subsequently after due notice.

Arithmetic discrepancy in the Financial Bid shall be rectified in the following manner. If there is discrepancy between the unit price and total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected by the DOLR accordingly. If there is discrepancy between the words and figures, the amount in words shall prevail. The decision of DOLR is final in this regard and the bid will be rejected if the bidder does not agree to the decision in this regard.

*The Tender will be evaluated based on the L1 rates, subject to meeting the statutory obligations of Minimum Wages, EPF, ESIC etc.*, 

[Signature]
19. REJECTION OF TENDERS

The authority inviting tenders, at his sole discretion shall reserve the right to reject or cancel consideration of any or all tenders:

a) If the requisite Earnest Money Deposit / Bid Security in the manner does not support the tender provided therein.

b) If the Bid Validity is less than the period prescribed (90 Days).

c) If the tender is not duly signed in all pages, or not found proper or complete to the satisfaction of DOLR in any of the requisite matters, particular(s) or formalities or for any reason(s) which shall not be disclosed to the Tenderer(s).

d) If the eligibility condition is not met and/or if documents prescribed to establish the eligibility is not submitted while submitting the bid.

e) If the Tenderer seeks changes in terms and conditions, specifications or time limits as envisaged in the contract.

f) If tender consists of unwarranted comments, conditions, deviations in specification or any other omissions or commissions compared to documents.

g) If prices are not filled properly in the Financial Bid.

h) Without assigning any reason thereof.

20. CONTACTING THE DOLR

Subject to Clause 6, no bidder shall try to influence the DOLR authorities on any matter relating to his bid from the time of bid opening till the time of award of contract. Any effort by any bidder to modify his bid or influence the bid process shall result in rejection of his bid without any notice. The decision of DOLR will be final in this regard.

21. PLACEMENT OF ORDER

DOLR shall consider placement of work orders on those bidder whose technical and financial bid has been successfully considered and decided as L1. However the DOLR reserves the right to call the successful bidder for negotiation and counter offer price which it considers as reasonable and just.

The DOLR reserves the right to award the contract or part thereof to one or more Tenderers whose rate may not necessarily be the lowest. The decision of HoD, DoLR, New Delhi in this regard shall be final and binding.
22. **DOLR's Right to Accept or Reject Any Bid**

Tender will be accepted and contract will be finalized only with those of the Tenderer(s), who in the opinion of DOLR shall have capacity and resources to execute the contract assigned in the prescribed time as per the time schedule.

DOLR reserves its right to accept or reject any bid and to annul the bidding process and reject all or any bid at any time prior to award of contract without assigning any reason whatsoever. HoD, DoLR, New Delhi does not bind himself to accept the lowest tender and reserve the right (i) to reject any or all tenders (ii) the right to accept any portion of the tender offered without assigning any reason and also to split the tender and award the same to different parties. He can also reduce or extend the period of contract without assigning any reason.

23. **Letter of Intent (LOI)**

The DOLR will issue an LOI which constitute the intention of the DOLR to enter into contract with the bidder.

The bidder shall within 7 days of issue of the LOI, give his acceptance along with Performance Bank Guarantee in conformity with Clause 5 of Section V and also submit the Agreement form as per Section VII duly completed in all aspects.

24. **Signing of Contract Agreement**

The successful Tenderer shall be required to execute an Agreement within 7 (Seven) working days of being called upon on a non-judicial stamp paper of Rs. 100/- (One hundred only) at his own cost and in the format at Section VIII to the effect that the Tenderer and DOLR are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.

Submission of the Tender document duly signed on all pages shall bind the bidder to all the terms and conditions of this Tender document and as well as the Agreement to be signed by him. A copy of the complete set of this Tender document shall also become enclosure to the agreement as an annexure.

The DoLR reserves the right to cancel the agreement executed without any compensation whatsoever to the contractor any time before the award of the work. The action of DoLR under this Clause shall not construe the breach of contract.

Issue of Work Order by the DOLR shall constitute the award of contract on the bidder.

25. **Annulment of Award**

Failure of the successful bidder to comply with the requirement of Clause 23, 24 shall constitute sufficient ground for the annulment of the contract and the forfeiture of the Bid Security in which event the DOLR may award the contract to any other bidder at its discretion or call for new Tender.
SECTION V
GENERAL CONDITIONS OF CONTRACT

1. APPLICATION
   The terms & conditions of this Section will supplement the Instructions to the Bidders, and wherever there is a conflict, the provisions herein shall prevail over those in Section IV.

2. COMPLIANCE WITH LAWS AND REGULATION
   During the performance of the works the contractor shall at his own cost and initiative fully comply with all applicable laws of the land and with any and all applicable bye-laws, rules, regulations and orders and any other provisions having the force of law made or promulgated or deemed to be made or promulgated by the Government, Governmental agency or DoLR, municipal boards, Government of other regulatory or authorized body or persons and shall provide all certificates of compliance therewith as may be required by such applicable law. By-laws, Rules, Regulations, orders and /or provisions. The contractor shall assume full responsibility for the payment of all contributions and pay rolls taxes, as to its employees, servants or agents engaged in the performance of the work specified in the contractor documents.

   The contractor shall comply with all the provisions of statute, laws, acts in force which is applicable to the service to be executed through this Tender process and shall be liable to pay all sums that may become payable to their workers/employees under the minimum wages act, ESIC, EPF, etc. The contractor should furnish the registration/enrolment certificate in respect of the above at the time of submission of the Tender document.

   The contractor shall comply with all notices required by any statute, statutory instruments, rule or order or any regulation or by a law applicable to the work and shall pay all the fees and charges in respect of the works legally recoverable from him.

   Any assignee to share any portion of the work to be performed shall comply with the provisions of the Clause and in this connection the contractor agrees as to undertake to save and hold the DOLR, harmless and indemnified from and against and all penalties, actions, suits, losses and damages, claims and demands and costs (inclusive between attorney and client) charges and expenses whatsoever arising out or occasioned, indirectly or directly, by failure of the contractor or any assignee or subcontractor to make full and proper compliance with the said by-laws, rules, regulations, laws and order and provisions as aforesaid.

3. STANDARD / QUALITY OF WORK
   The work carried out under this contract shall conform to the standards and specifications prescribed in the Specification of Works mentioned in Section VI.

   A Management representative with authority and responsibility for fulfilling Quality requirements and for interfacing with DOLR in the matters of quality in carrying out the works, shall be nominated and the representatives details (name, address and contact numbers) shall be informed to DOLR.

   The HoD, DoLR, New Delhi shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Competent Authority and/or its representative shall not manifest a change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein.
The Competent Authority has the right to prohibit the use of men/women and any tools, materials or equipment's which in his opinion do not produce work or performance meeting the requirement of the Contract Documents.

For inferior quality or incorrect execution of work, the in-charge of work will be empowered to deduct from bills 10 % amount of W.O. in addition to excess payment made to rectify/reconstruct or replace any defective work or service. No payment will be made for such execution.

If the work is not performed by any or all the manpower on any day/days in a month, deduction shall be made proportionately (per day basis) from the bills of the contractor for up to 3 days in a month per manpower (who have not performed the work) beyond which a penalty @ Rs. 300/-per working day for each manpower (who have not performed the work) shall be imposed in addition to proportional (per day basis) deduction.

For the purpose of arriving at the daily rate, the monthly rate approved shall be divided by 26 (or) inversely the monthly rate is arrived by multiplying the daily rate with 26, where the daily rate is inclusive of the wages for weekly day of rest. This rate shall be used for the above deductions, and for the purpose of making proportional payment in case the manpower is not engaged for the whole month.

4. INDEMNITIES

The Contractor shall at all times hold the DoLR harmless and indemnify from against all actions, suits, proceedings, works, cost, damages, charges, claims and demands of every nature and description brought or procured against the DoLR, its officers, and officials and forthwith upon demand and without protest or demur to pay to the Department any and all losses and damages and cost (inclusive between attorney and client) and all costs incurred in endorsing this or any other indemnity or security which the DoLR may now or at any time have relative to the work or the Contractor’s obligations or in protecting or endorsing its right in any suit or other legal proceedings, charges and expenses and liabilities resulting from or incidental or in connection with injury, disease or disablement or or death of any person(s), including employees of the Contractor or damage to property resulting from or arising out of or in any way connected with or incidental to the operations caused by the contract documents. In addition the Contractor shall reimburse the DOLR or pay to the DOLR forthwith on demand without protest or demur all costs, charges and expenses and losses and damages otherwise incurred by it in consequence of any claims, demands and actions which may be brought against the DOLR arising out of or incidental to or in connection with the operation covered by the contract (with any act(s) or commission) of the Contractor, his agents, employees, assignee. The Contractor shall at his own cost at the DOLR’s request defend any suit or other proceeding asserting a claim covered by this indemnity, but shall not settle, compound or compromise such suit or other finding without first consulting the DOLR.

Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, Competent Authority shall be entitled to recover such sum by appropriating in part or whole, the security deposit (Performance Security) of the Contractor. In the event of the security being insufficient the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this or any other contract with DOLR. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to Competent Authority on demand the balance remaining due.

The provision shall also apply to the assignee as the case may be.
5. PERFORMANCE SECURITY / SECURITY DEPOSIT

Bid Security /Earnest Money deposited at the time of submission of the tender, will be converted into Security Deposit on the acceptance of the tender.

The successful tenderer will have to deposit a Performance Security Deposit of 5% of the contract value (rounded off to next higher multiple of 10 including BID Security /EMD) at the time of signing of agreement within 7 working days of the issue of the letter of intent. Additional security deposit shall be paid as and when demanded by DOLR, in case DOLR issues work order for additional quantity of manpower over that indicated in the tender.

The performance security shall be furnished in the form of the Demand Draft or Bank Guarantee drawn in favour of PAO, Department of Land Resources, CGO Complex, Block No. 11, 6th Flower, New Delhi-110003, payable at New Delhi or Fixed Deposit Receipt (FDR) from a scheduled Bank made in the name of the Company / Firm / Agency but hypothecated to the PAO, Department of Land Resources, CGO Complex, Block No. 11, 6th Flower, New Delhi-110003, payable at New Delhi. In case the performance security in the form of PBG is paid for the full 5% of the contract value, the EMD shall be returned.

The performance security shall remain valid for a period of 180 days beyond the date of completion of all the contractual obligations of the supplier (18 months from Date of Agreement). In case of extension of the period of tender, the validity of performance security shall be further extended for the period asked for by DOLR.

Security Deposit shall not bear any interest for any period whatsoever, and therefore, Interest shall not be payable by the DOLR on the Security Deposit or on amounts payable to the Contractor under the contract.

The proceeds of the above Performance Security shall be payable to the DOLR as compensation for any loss resulting from the contractor's failure to complete his obligation under the contract.

Security Deposit/PBG shall be liable for appropriation / adjustment against any liquidated damages for delayed execution. If the contractor fails or neglects to perform any of his obligation under the contract, it shall be lawful for the DOLR to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor.

All the compensation or other sum of money payable by the contractor under the terms of this contract may be deducted from the Security Deposit/PBG or from any sum which may be due or may become due to the contractor by the DOLR on any account whatsoever and in the event of his security deposit being reduced by reason of any such deductions, the contractor shall within ten days make good in cash the amount required to make good in full, the security deposit. Otherwise, the said balance in full shall be collected from the bills of the contractor. In case of breach of any terms and condition of this tender conditions or failure to comply with the work order, the Performance Security is liable to be forfeited by the DOLR.

If the contractor duly performs and completes the contracts in all respects, the DOLR shall refund the Security Deposit/PBG to the Contractor after deducting all costs and other expenses that the DOLR may have incurred for making good any loss due to any action attributable to the contractor which the DOLR is entitled to recover from the contractor.

Security Deposit/PBG will be refundable only after full settlement of final bill for the works contracted/executed under the contract.

Security Deposit/PBG that is due for refund to the Contractor and remain unclaimed for One year after its refund becomes admissible (for instance, after the contractor fulfils his contract) shall be dealt with in accordance with the provisions contained in the rules of the DOLR.
6. PAYMENTS

The Contractor shall submit bills at office of concerned Competent Authority for the executed work complete in all respects certified by the unit in charge of the work. The bills will be submitted in DUPLICATE and in the manner and form that may be prescribed by the Competent Authority. E-payment for amounts passed in the bills (pre-receipted). Payments will be made online. The Competent Authority will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.

Along with the monthly claim of charges the following documents, statements, etc., duly attested by the company, should be furnished; without which payment will not be effected

1. List showing details of manpower engaged for the month and duration of their engagement for performing the Data Entry Operators (DEO) and Multi Tasking Services (MTS)” in the Department of Land Resources, Nirman Bhawan, New Delhi. The manpower deployed under the contract should bear the Identity Card of the Data Entry Operators (DEO) and Multi Tasking Services (MTS) Agency.

2. The details of wages paid to the employees for the duration in question

3. Amount of EPF contribution (both employee and employer) deducted and remitted for the month for which the claim is made

4. Copies of authenticated documents of payments of such contribution to EPF/ESIC etc.

5. A declaration from the company regarding compliance of the conditions of the EPF and Misc. Provisions Act 1952 and other statutory regulations.

7. INCOME TAX AND SUCH OTHER TAXES APPLICABLE

Income Tax and such other Taxes applicable from time to time will be deducted from the bill. However, if any new legislation comes into effect for deduction of tax at source, the deduction will be made under that law. Necessary Income Tax deduction certificate will be issued by the DDO detailing the amount so deducted as tax at source at the time of payment of each bill.

The final settlement of the bills and refund/ adjustment/ appropriation of any amount retained from the bills of the Contractor shall be made fully after the Competent Authority is satisfied that all the contractual obligations have been fully met and no amount remains due for recovery from the Contractor on any account. Unless there are specific reasons, all accounts are expected to be settled within a period of six months from the date of completion of the work in all respects.

Contractor shall pay to third parties all expenditure incurred for restoring services which are damaged by Contractor while carrying out the work. Such expenditure shall be intimated to Contractor either by Competent Authority or concerned third parties in writing. If contractor fails to pay to the concerned third parties such amount within fifteen days from the date of notice, the Competent Authority shall recover such amount from the contractor and will make the payment to concerned third parties at the risk and cost of the contractor.

The contractor shall not be justified in abandoning the contract because the DOLR has delayed making payment(s) in respect of other work being done for the DOLR by the Contractor.
The final bill shall be submitted by the Contractor within one month of the date of completion of work or of the date of the certificate of completion furnished by the Competent Authority.

8. DURATION OF THE CONTRACT
The contract will be initially valid for period of ONE year extendable for a further period of one year. DOLR reserves the right to withdraw the work giving one week notice any time during the contract.

The Contract may be extended for further one year after completion of the initial contract period of one year on mutual agreement based on the performance. The rate of contract will be at the same agreed existing rate. No enhancement in the rate will be allowed for the extended period of contract. The extension of the contract for one year will be on the performance of the previous year, and as per the decision of the Competent Authority.

9. TIMINGS
(A) Service shall be for 9 hours per day per manpower from on Monday to Saturday, with a lunch break. The contractor may be called upon for the services on Sunday or Gazetted holidays also, if required, as per provisions of Clause 36 (Section V).

(B) OVERTIME CLAUSE
Manpower deployed shall not be engaged beyond specified timings. However in exceptional cases overtime allowance will be payable as per labour laws in force and maximum overtime hours permitted shall be 2 hours per day/ 5 hours per week/ 10 hours per month. Wages payable in overtime shall be double the normal wages per hour.

10. TAXES AND DUTIES
Contractor shall pay all levies, fees, royalties, taxes and duties payable or arising from out of, by virtue of or in connection with and/or incidental to the Contract or any of the obligations of the parties in terms of the Contract Documents and/or in respect of the works or operation(s) or any part thereof to be performed by the Contractor and the Contractor shall indemnify and keep indemnified the DOLR from and against the same or any default by the Contractor in the payment thereof.

11. PRICE ESCALATION
The DOLR shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc., or any increase in any duties, levies, or taxes in respect thereof, whatsoever and the Contractor rates and Contractor's obligation shall remain unaffected by such escalation and/or increase.

However during the period of contract, as and when the minimum wages for New Delhi are revised by the labour commissioner/District collector, then the rates payable for each category of manpower (except for the job work) shall be revised to the new minimum wages. These revisions are applicable only in case when the approved rates are lower than the new revised minimum wages fixed from time to time by the authorities.

This revised rates shall be applicable only from the month, the contractor submits the revised minimum wages letter from the authorities.
12. **NOTIFICATION BY CONTRACTOR**

The Contractor shall give in writing to the proper person or authority with a copy to the Competent Authority such notification as may be mandatory or necessary in connection with the commencement, suspension, resumption, performance and/or completion of the contracted work. All notices shall be given sufficiently in advance of the proposed operation to permit proper co-relation of activities and the Contractor shall keep all proper persons or authorities involved regularly advised of the progress of operations throughout the performance of the work together with such other information and/or supporting figures and data as may from time to time as directed or required.

13. **SUB-CONTRACT**

The Contractor shall not assign, sub-contract or sublet the whole or any part of the work covered by the contract.

Subject to Clause 17, If contractor without written approval of Competent Authority, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings, the HoD, DoLR, New Delhi shall have power to adopt any of the courses specified in Clause- (14); Clause- (15) as he may deem fit in the interest of DOLR and in the event of any of these courses being adopted the consequences specified in the said Clause- (14); Clause- (15) shall ensue.

Where the Contractor is a partnership firm, the previous approval in writing of the HoD, DoLR, New Delhi shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractor. If previous approval as aforesaid is not obtained, the contract shall be deemed to have been assigned in the contravention of Clause- (13) hereof and the same action may be taken, and the same consequence shall ensue as provided in the said Clause-(13)

14. **BREACH OF CONTRACT**

The breach of contract is the failure or refusal to perform it. Any breach of contract by one party to it gives the other party an immediate cause of action and a right to damages as compensation for loss following from the breach of contract. A breach occurs where a party to the contract repudiates or fails to perform one or more of the obligations imposed upon him by the contract. The failure to perform may take place when the time for performance has arrived or even before that. Thus, the "Breach of Contract" mentioned above covers (a) the Anticipatory Breach and (b) the Present Breach.

The HoD, DoLR, New Delhi may without prejudice to his right against the Contractor in respect of any delay or inferior workmanship or otherwise or to any claims for damage in respect of any breach of the contract and without prejudice to any rights or remedies under any of the provisions of this contract or otherwise and whether the date for completion has or has not elapsed by notice in writing absolutely determine the contract in any of the following cases:
- If the Contractor having been given by the Competent Authority a notice in writing to rectify, reconstruct or replace any defective work or that the
work is being performed in any inefficient or otherwise improper workmen like manner, shall omit to comply with the requirements of such notice for a period of seven days thereafter or if the contractor shall delay or suspend the execution of the work so that either in the judgment of the Competent Authority (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.

- If the Contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

- If the contractor commits breach of any of the terms and conditions of this contract.

- If contractor commits any fraud with the DOLR, or any fraudulent motive is detected in his action.

- If contractor demands undue charges not stipulated in this contract.

15. When the Contractor has made himself liable for action under Clause- (14), the HoD, DoLR, New Delhi on behalf of the DOLR shall have powers:

   To determine or rescind the contract as aforesaid (of which termination or rescission, notice in writing to the Contractor under the hand of the HoD, DoLR, New Delhi or of the officer authorized by him, shall be conclusive evidence) upon such determination or rescission the security deposit of the Contractor shall be liable to be forfeited and shall be absolutely at the disposal of DOLR.

   To employ labour paid by the DOLR and to supply materials to carry out the works or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the HoD, DoLR, New Delhi shall be final and conclusive against the Contractor) and crediting him with the value of the work done in all respects in the same manner and the same rates as if it has been carried out by the Contractor under the terms of the Contract. The certificate of the Competent Authority as to the value of the work done shall be final and conclusive against the Contractor, provided always that action under the sub-Clause shall only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the DOLR are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.

   After giving notice to the Contractor to measure up the work of the Contract and to take such part thereof as shall be unexecuted out of his hands and to give it to another Contractor to which he incurred in excess of the sum which would have been paid to the original Contractor if the whole work has been executed by him (of the amount of which excess the certificate in writing of the Competent Authority shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by DOLR under this contract or on any other account whatsoever or from his security deposit as the case may be.

In the event of any one or more of the courses of Clause- (14) and/or Clause (15) being adopted by HoD, DoLR, New Delhi the Contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of contract. And in case action is taken under any of the provisions aforesaid, the Contractor shall not be entitled to recover or be paid any sum for any work thereto or actually performed under this contract unless
and until the Competent Authority has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

In any case in which any of the powers conferred upon the HoD, DoLR, New Delhi by the above Clauses, shall have become exercisable and the same shall not be exercised, the non-exercise hereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.

16. CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF

The Competent Authority may, at any time, at his option cancel and terminate this contract by written notice stating reasons for such cancellation or termination to the Contractor, in which event the Contractor shall be entitled to payment for the work done up to the time of such cancellation.

The Competent Authority may, at its option, cancel or omit the execution of one or more items of work under this contract, and any part of such item(s) without any compensation whatsoever to the Contractor by giving due notice in writing stating reasons therefore.

If at any time after the commencement of the work the Competent Authority shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the Competent Authority shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the full amount of the work not having been carried out.

17. INSOLVENCY OR DEATH OF CONTRACTOR

In the event of the Contractor being adjudged insolvent or going voluntarily into liquidation or having received order or other order under Insolvency act made against him or, in the name of a Company or the passing of any resolution, or making of any order for winding up whether voluntarily or otherwise, or in the event of the Contractor failing to comply with any of the conditions herein specified HoD, DoLR, New Delhi shall have the power to terminate the contract without previous notice.

Contractor's heirs/representatives shall not, have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death without the consent in writing of the HoD, DoLR, New Delhi. In the event of the Contractor, with such consent aforesaid, transferring his business, and in the event of the Contractor being a company and being wound up any time during the period of this contract for the purpose and with the object of transferring its business to any persons or a company, the Contractor shall make it one of the terms and stipulations of the contract for the transfer of his properties and business, that such other person or company, shall continue to perform the duties or engagements of the Contractor under this contract and be subject to his liabilities there under. Proof of Death and other relevant documents to this effect shall be submitted to the HoD, DOLR, NEW DELHI, NEW DELHI, in writing.

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, HoD, DoLR, New Delhi shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.
18. GUARANTEE

In addition to any and all other guarantee and warranty mentioned in the
contract documents the Contractor guarantees that the entire work will be done in
a satisfactory manner.

19. DELAY OR SHORTCOMINGS IN CONTRACTOR’S PERFORMANCE

Contractor should perform the contracted work in accordance with the time
schedule and the details as indicated in the Schedule of work to the DOLR’s
satisfaction.

For the purpose of monitoring the work carried out by the contractor one or
more officers will be nominated as officer-in-charge. A register of work will
have to be maintained by the contractor for each worker, and the contractor or his
representative shall get the signature of the officer-in-charge daily for the
satisfactory execution of each item of work. Monthly payment will be made on
the basis of this Register of work.

Deficiencies/ shortcomings in the execution of contracted work when
pointed out should be rectified immediately to the satisfaction of the DOLR and
even after proper notice of such occurrences if the deficiencies are not rectified
penalty will be levied by the DOLR. The quantum of penalty will be decided by
the DOLR and his decision will be final.

If the deficiencies continue to persist even after issue of two written notices,
the contract will be closed and the contractor will be black-listed.

If at any time during the performance of the contract, the contractor
encounters conditions impeding the due performance of his contract, the same
shall be brought to the notice of the DOLR immediately and the DOLR will
rectify all impediments so that the performance of the contractor is not hindered.

20. FORCE MAJEURE

If any time, during the continuance of this contract, the performance in
whole or in part by either party or any obligation under this contract shall be
prevented or delayed by reason of any War, or Hostility, Acts of the public
enemy, Civil commotion, Sabotage, Fires, Floods, Explosions, Epidemics,
Quarantine Restrictions, Strikes, Lockouts or Act of God (hereinafter referred to
as events) provided notice of happening of any such eventuality is given by either
party to the other within 21 days from the date of occurrence thereof, neither
party shall by reason of such claim for damages against the other in respect of
such non-performance or delay in performance, and deliveries under the contract
shall be resumed as soon as practicable after such event may come to an end or
cease to exist, and the decision of the DOLR as to whether the works have been
so resumed or not shall be final and conclusive, provided further that if the
performance, in whole or part of any obligation under this contract is prevented
or delayed by reason of any such event for a period exceeding 60 days either
party may, at his option, terminate the contract.

Provided also that if the contract is terminated under this Clause, the DOLR
shall be at liberty to take over from the contractor at a price to be fixed by the
DOLR which shall be final, all un-used, un-damaged and acceptable materials,
bought out components and stores in the course of manufacture in possession of
the contractor at the time of such termination of such portions thereof as the

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purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the DOLR elect to retain.

21. DISPUTES AND ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection therewith (except as to matter the decision of which in specifically provided under this agreement) the same shall be referred to sole arbitration of the HoD, DoLR, New Delhi or in case his designation is changed or its office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the HoD, DOLR, NEW DELHI NEW DELHI or by whatever designation such officers may be called (thereinafter referred to as the said officer) and if the HoD, DOLR, NEW DELHI NEW DELHI or the said officer is unable or unwilling to act as such to the sole arbitration of some other person appointed by the HoD, DOLR, NEW DELHI NEW DELHI or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is a DOLR employee or that he has to deal with the matter to which the agreement relates or that in the course of his duties as DOLR employee he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever such HOD, DOLR, NEW DELHI or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors. The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Arbitration and Conciliation Act, 1996 and the Rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this Clause. The venue of the arbitration proceeding shall be the office of HOD, DOLR, NEW DELHI at NEW DELHI or such other places as the arbitrator may decide.

According to Article 119, Limitation Act, 1963, (as amended from time to time) the period of limitation for an application to set aside an award under the Arbitration Act, 1940 (as amended from time to time), begins to run from the ‘date of service of the notice of the filing of the award’. The expression “date of notice” means not only a formal intimation but also an informal one. The notice can be given orally also. When a signed copy of the award is given to the party and his signature taken as a token of such receipt, this shall amount to a notice and the time for filing an application under Article 119 (a), Limitation Act, 1963 would run from that date.

22. SET OFF

Any sum of money due and payable to the contractor under this contract may be appropriated by the DOLR or any other person(s) contracting through DOLR and set off the same against any claim of the DOLR or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the contractor with the DOLR or such other person(s) contracting through DOLR.
23. **LEGAL JURISDICTION**

Dispute if any arising even after arbitration shall “only” be referred to a judicial court situated at New Delhi.

**OTHER CONDITIONS**

24. No child labour will be engaged

25. The Contractor shall provide identity cards to its employees at his own cost.

26. In the event of any damage to DOLR’s properties due to the negligence of the contractor or his employees, the contractor will be held responsible for the loss/damage and should reimburse the cost of loss/damage to the DOLR and recovered from the monthly claim. The decision of DOLR as to the quantum of loss/damage will be final and binding on the contractor.

27. The contractor will be required to pay at least minimum wages as prescribed under the Minimum Wages Act. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc., as applicable to carry out the services mentioned in the tender. During the contract period, ESI, EPF and all other Government duties and levies will be reimbursed as per actual along with the monthly bill on producing the original receipts.

28. For all intents and purposes, the contractor shall be the “Employer” within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this office. The manpower deployed by the contractor to carry out the services mentioned in the tender in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Department of Land Resources, New Delhi.

29. The manpower to be engaged by the contractor with the DOLR shall be strictly the contractor’s employees under their control, and that they shall have no right for regular employment in the DOLR or shall not claim any benefit from the DOLR on the basis of their contract service rendered to DOLR through the contractor.

30. The manpower engaged by the contractor for executing jobs is purely responsibility of the contractor and they will not have any claim/liability on the DOLR.

31. It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements along with the issue of ID cards issued by the agency in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.

32. The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. This office shall, in no way, be responsible for settlement of such issues whatsoever. This office shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.

33. The manpower deployed by the contractor shall not claim nor shall be entitled to pay, perks and other facilities admissible to casual, ad hoc, regular /
confirmed employees of this office during the currency or after expiry of the contract.

34. HOD, DOLR, NEW DELHI reserves the right to refuse or permit any person to participate in the works covered by the contract. Contractor shall be and remain primarily and principally liable to the DOLR in terms hereof and for the due fulfilment of the contracted works.

LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION

35. Obtaining license before commencement of work: The contractor shall obtain a valid labour license as per requirement under the contract labour (R & A) Act 1970 and the contract labour (Regulation and Abolition) Central Rules 1971 before commencement of the work. The contractor shall also abide by the provisions of the Child labour (prohibition and regulation) Act 1986. Any failure to fulfil this requirement shall attract the penal provisions of this contract arising out of the resultant non-execution of work.

CONTRACTORS LABOUR REGULATIONS:

36. Working hours

Normally working hours of an employee should not exceed 9 hours a day. The working day shall be so arranged that inclusive of interval for rest, if any, it shall not spread over more than 12 hours on any day.

When manpower is made to work for more than 9 hours on any day or for more than 48 hours in any week he shall be paid over time for the extra hours put in by him.

Every manpower shall be given a weekly holiday normally on Sunday, in accordance with the provision of minimum wages (Central) rules 1960, as amended from time to time, irrespective of whether such manpower is governed by the minimum wages act or not. Where the minimum wages prescribed by the Government, under the minimum wages act, are not inclusive of the wages for the weekly day of rest, the manpower shall be entitled to rest day wages, at the rate applicable to the next preceding day, provided he has worked under the same contractor for a continuous period of not less than 6 days (45 hours in case of 5 Days week).

Where a contractor is permitted by the officer to allow a manpower to work on a normal week holiday, he shall grant a substituted holiday to him for the whole day, on one of the five days, immediately before or after the normal weekly holiday, and pay wages to such manpower for the work performed on the normal weekly holiday at the overtime rate.

37. PAYMENT OF WAGES

a. The Contractor shall fix wage periods in respect of which wages shall be payable.

b. No wage period shall exceed one month.

c. The wages of every person employed as contract labour in an establishment or by a contractor, where less than one thousand such persons are employed, shall be paid before the expiry of seventh day and in other cases before the expiry of tenth day after the last day of the wage period in respect of which the wages are payable.

d. Where the employment of any manpower is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the date on which his employment is terminated.
e. All payment of wages shall be made on a working day at the work premises and during the working time and on a date notified in advance and in case the work is completed before the expiry of the wages period, final payment shall be made within 48 hours of the last working day.

f. Wages due for individual manpower shall be paid to him direct or the other person authorized by him in this behalf.

g. All wages shall be paid online in the account.

h. Wages shall be paid without any deductions of any kind except those specified by the central government by general or special order in this behalf or permissible under the payment of wages act 1956.

i. It shall be the duty of the contractor to ensure the disbursement of wages in presence of the unit in charge or any other authorized representative of the office who will be required to be present at the place and time of the disbursement of wages by the contractor to workmen.

j. Each claim bill of the contractor must accompany details of labourers/employees engaged, duration of their engagement/wage register /amount of wages paid/amount of EPF/ESI contributions and declaration from the contractor regarding compliance of the condition of EPF Act 1952.

k. The contractor shall be responsible for providing all statutory benefits to the personnel employed by him including off day(s) after 6 days (effective 45 hours of work in case of 5 Days week) & national holidays, PF, ESI etc. & the documentary proof of the same has to be attached with each month’s bill.

38. LABOUR RECORDS

a. The contractor shall maintain a Register of Persons employed on work on contract in form XIII of the Contract Labour(R & A) Central Rules 1971 and same shall be submitted along with monthly bills to be submitted by contractor.

b. The contractor shall maintain a muster roll register in respect of all workmen employed by him on the work under contract in form XIVI of the CL(R & A) Rules.

c. The contractor shall maintain a Wage Register in respect of all work men employed by him on the work under contract in form XVII of the CL (R & a) Rules 1971.

d. The manpower deployed by the contractor for providing the services will have no claim whatsoever for absorption in DOLR later on.

e. The contractor shall maintain a Register of Fines in the form XII of the CL(R & A) rules 1971 the contractor shall display in a good condition and in a conspicuous place of work the approved list of acts and omission for which fines can be imposed.

f. The contractor shall maintain a Register of deductions for damage or loss in from XX of the CL(R & A) Rules 1971.

g. The contractor shall maintain a register of Overtime in from XXIII of the CL(R & A) rules 1971.

h. The Contractor is required to maintain all the records which are mandatory in terms of Labour regulation and other relevant Acts, regarding the labour engagement for the service contract.

39. Inspection of Books and Slips

The contractor shall allow inspection of all the prescribed labour records to any of his manpower or to his agent at a convenient time and place after due notice is received or to the labour officer or any other person, authorized by the Central Government on his behalf. The contractor shall submit periodical return as may be specified from time to time.
40. INSURANCE:

Without limiting any of his other obligations or liabilities, the Contractor shall, at his own expense, take and keep comprehensive insurance including third party risk for the plant, machinery, materials, etc. brought to the site and for all the work during the execution. The Contractor shall also take out workmen’s compensation insurance against any injury/death or any eventuality for the staff to be employed by him for the execution of this contract as required by law and undertaken to indemnify and keep indemnified the DOLR from and against all manner of claims and demands and losses and damages and cost (including between attorney and clients) charges and expenses that may arise in regard to the same or that the Department may suffer or incur with respect to and/or incidental to the same. The Contractor shall have to furnish originals and/or attested copies as required by the Competent Authority of the policies of insurance taken within seven days of being called upon to do so together with all premium receipts and other papers related thereto which the Competent Authority may require. In the event of any accident or injury or death to any of the employees of the contractor, DOLR will not be responsible for any claim, damage or compensation.
SECTION VI
SPECIFICATIONS & SCHEDULE OF WORK

1. GENERAL REQUIREMENTS

The manpower engaged for providing the services shall meet the following standards. The manpower to be engaged shall be between 18-50 years in age.

His / Her antecedents should have been got verified by the agency from the local police authorities before engaging them in the service.

The contractor shall observe the normal business standards of cleanliness, decorum, safety and general discipline while carrying out the works.

The contractor shall be responsible for the discipline and decorum of the persons being engaged by him. He shall ensure that the persons employed by them possess good character and do not indulge in wrongful practices. The contractor should replace its staff when it is found by the officer-in-charge that they are not discharging their duties well.

The contractor shall ensure that any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by its personnel deployed in this office and utmost secrecy and confidentiality must be maintained.

2. MANPOWER ABILITIES

Unskilled manpower is required for Multi Tasking Services who should be able to read & write Hindi and also be able to read addresses & names in English. The manpower deployed for MTS work will be of unskilled nature and minimum wages of unskilled manpower is payable in this regard. Age limit is 18 to 50 years.

Skilled manpower is required for DEOs who should be at least 12th pass from a recognized institute. DEO deployed should be able to read & write English and Hindi. It is essential that provided manpower must be able to receive and understand both written and verbal instructions and shall be able to undertake, plan and progress a series of tasks without supervision. It is desirable that the worker has previous experience of data entry or computer related work in an office/establishment, preferably under Central Government. Manpower deployed for DEO services will be of skilled nature and wages payable will be that of skilled one. The manpower deployed for DEO services should be within age limit of 18 to 50 years.
3. **WORK SPECIFICATIONS :**

   a) **Unskilled manpower (MTS)**

   1. Switching on/off all electrical points.
   2. Daily dusting of officer's chambers and furniture fixtures etc.
   3. Making arrangements for tea, coffee, water etc. during the meetings and routinely to the officers and other official visitors/representatives.
   4. Movement and maintenance of files/material in the office.
   5. Attending the calls of the officers viz. bringing and serving tea, water etc.
   6. Sitting arrangement at the time of meetings.
   7. Assist the office in maintenance of files
   8. Assist officers in checking and arranging records and files.
   9. Photocopying, making sets of reports and other general office documents
   10. Dispatch and delivery of official letters by messenger, Carry out dispatch of ordinary post, registered/speed post, courier etc.
   11. Distribution of office Dak & files of general nature among the officers and Dispatch Dak outside the office.
   12. Any other miscellaneous type of work assigned by the officer-in-charge

   b) **Skilled manpower (DEO)**

   1. Scanning the documents, computer data entry, preparing of reports and other general office documents.
   2. Typing the official letters and other documents. The material to be inputted may be given orally or handwritten form.
   3. Good knowledge of MS Office software like Word, Excel and Microsoft Access Database.
   4. Handling existing data and editing current information.
   5. Proof reading new entries into a database etc.
   7. E-office tracking, online updation of information, preparation of presentations etc.

   Any other miscellaneous type of work assigned by the officer-in-charge
4. SCHEDULE OF WORK

This office has requirement for 5 unskilled manpower; 12 skilled manpower; 3 skilled manpower as below.

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Equivalent to</th>
<th>Tentative numbers required</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Unskilled (MTS)</td>
<td>12 (Twelve)</td>
</tr>
<tr>
<td>2</td>
<td>Skilled (DEO services)</td>
<td>24 (Twenty Four)</td>
</tr>
</tbody>
</table>

Note: The number of manpower given above is only tentative. This figure may increase or decrease depending upon the need and requirement from time to time.

Service shall be from 0900 to 1800 hrs. on Monday to Saturday, with a lunch break for items in Sl No. 1 to 3 in the table above; The manpower shall report to the designated officer on a daily basis. All the above services shall be provided on all days except Sundays and 3 National Holidays. However, the contractor may be called upon for the services on these days also, in case of any emergencies. Further on other holidays observed by the DOLR, the competent authority, if he/she does not desire the services on that particular day, the same shall not be provided, in which case no payments shall be made for that day.

No other emoluments shall be entitled to, except the actual bus fare for any services assigned by the Department for movement to outside office premises/place of duty.

DOLR reserves the right to change the timings indicated above.

5. QUANTITY

The quantity sown in the clause 4 – Schedule of work above, is an approximate requirement.

The requirement of this office may increase or decrease during the period of contract, and the contractor is bound to provide the number of manpower as per the work order. It is the discretion of HOD, DOLR, NEW DELHI to engage the numbers as required (either lower or higher), as per the actual requirement which may vary from time to time. Thus DOLR reserves the right to reduce or increase the quantity of manpower during the period of contract, as per the administrative requirements of the unit, and the approved contract shall supply the quantity as per the work order. In case the number of manpower required is lesser or nil under a specified category, the contractor shall have no claim for any compensation.

In case of additional requirement of manpower towards DEO/MTS works for shorter duration, the contractor should be in a position to supply persons at tendered rates, for the period required.

6. TENDER EVALUATION

The L1 bidder will be evaluated on the total cost of all items specified in the tender for one month i.e., = 12 x (Per manpower cost of unskilled service for 1 month) + 24 x (Per manpower cost of skilled service for 1 month)
SECTION VII
AGREEMENT FORMAT

The agreement made on this.................. day of (month) ...................... (year)........ between M/S................................................................. herein after called “The Contractor” (which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and assignee) of the one part & the Deputy Director General (Enforcement, Resource & Monitoring) Cell, NEW DELHI, herein after referred to as the DOLR, of other part.

Whereas the contractor has offered to enter into contract with the said DOLR for providing of Data Entry Operators and MTS in the DOLR, NEW DELHI on the terms and conditions herein contained and the rates approved by the HOD, DOLR, NEW DELHI NEW DELHI vide .................................................. (enclosed as an Appendix to this agreement) which is inclusive of all taxes, levies, duties and cess etc. for each type of manpower have been duly accepted and whereas the necessary security deposits have been furnished in accordance with the provisions of the Bid document and whereas no interest will be claimed on the security deposits.

It is hereby agreed and declared by and between the parties to these presents as follows.

1. The contractor shall, during the period of this contact that is to say from (Date) ............... To (Date).............. or completion of work for Rs. (In words) .................................................. whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safely carryout, by means of manpower employed at his own expenses and by means of tools, implements and equipment etc. at his own expense, all other associated works as described in Bid documents, when the HOD, DOLR, NEW DELHI or any other person authorized by the HOD, DOLR, NEW DELHI in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.

2. The NIT (notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed to be included in the expression “The Agreement” or “The Contract” wherever herein used.

3. The contractor hereby declares that nobody connected with or in the employment of the DOLR, NEW DELHI.

4. The contractor shall abide by the terms and conditions, rules, guidelines, construction practices, safety precautions etc., stipulated in the Bid document including any correspondence between the contractor and the DOLR having bearing on execution of work and payments of work to be done under the contract.

In WITNESS WHEREOF, the parties to these presents have hereunto set subscribe respective Hands the day and year herein first above written.
Signed, Sealed and delivered

FOR AND ON BEHALF OF (CONTRACTOR)

Signature

Name (in Block Letters)

Communication address with Telephone/Mobile No's if any

In the presence of
(1)
(Signature)
Name in Block letters
Occupation
Address

FOR AND ON BEHALF OF DOLR.

Signature

Name (in Block Letters)

Designation

(Office seal)

In the presence of
(1)
(Signature)
Name in Block letters
Occupation
Address

(2)
(Signature)
Name in Block letters
Occupation
Address

Name (in Block Letters)
SECTION VIII
PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of HoD, DOLR, NEW DELHI (hereinafter called DOLR (Department of Land Resources) having agreed to exempt ......................... (hereinafter called "the said contractor(s)") from the demand of security deposit/earnest money of Rs..........................on production of Bank Guarantee for Rs......................... for the due fulfilment by the said contractor(s) of the terms and conditions of an agreement/LOI in connection with the contract for the work of ..................(hereinafter called "the said agreement") we,..................(name of the Bank) (hereinafter referred to as "the Bank") at the request of .................. contractor(s) do hereby undertake to pay to PAO, Department of Land Resources an amount of not exceeding ............................................... & conditions contained in the said agreement.

2. We .................. (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the DOLR stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the DOLR, reason of breach by the said contractor(s) of any of the terms & conditions contained in the said agreement or by reason of the contractor(s)' failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the HoD, DOLR, NEW DELHI, in these counts shall be final and binding on the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..........................

3. We undertake to pay to the PAO, Department of Land Resources, any money so demanded notwithstanding any disputes raised by the contractor(s)/supplier(s) in any suit proceeding or pending before any court or tribunal relating thereto our liability under the present being absolute and unequivocal. The Payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claims against us for making such payment.

4. We .................. (name of the Bank) further agree that the guarantee therein contained shall remain in full force and effect immediately for a period of 15 months from date herein. Notwithstanding the aforesaid, this Bank Guarantee shall be for a sum of not exceeding Rs.......................... and for a period of 15 months from the date of issue i.e. .................. We are liable to pay the guaranteed amount or part thereof under this Bank guarantee if we are served upon written claim or demand on or before .................. and thereafter Bank will not be liable for any claim or demand whatsoever.

5. We .................. (name of the Bank) further agree with the DOLR that the DOLR shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time to time any of the powers exercisable by the DOLR, against the said contractor(s) and to forbear or enforce any of the terms & conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or
extension being granted to the said contractor(s) or for any forbearance, and or any omission on the part of the DOLR, or any indulgence by the DOLR, to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s)/ supplier(s).

7. This guarantee shall be irrevocable and the obligations of the Bank herein shall not be conditional to any prior notice by the DOLR.

Dated the ........................................day of ........................................

For..................................................

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

(Indicate the name of the Bank)

N.B. This guarantee should be issued on non-judicial stamped paper, stamped in accordance with the Stamp Act.
SECTION-IX

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach US (Admn) before date of bid opening)

NIT No:

Subject: Authorisation for attending bid opening on ____________ (Date) in the Tender of

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____________________ (Bidder) in order of preference given below.

<table>
<thead>
<tr>
<th>Order of preference</th>
<th>Name</th>
<th>Specimen Signatures</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Alternate Representative

Signatures of Bidder

or Officer authorized to sign the bid Documents on behalf of the bidder.

Note:

1. Maximum of one representative will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.

2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not submitted.
### SECTION-X

**CHECK LIST FOR BIDDERS**

The bidders are advised to check the following are enclosed before submission of the bid.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Check</th>
<th>Yes/ No/ Not Applicable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of Tender documents.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DD No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>EMD</td>
<td></td>
</tr>
<tr>
<td></td>
<td>DD No.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Amount</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Date</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Whether all the Pages are signed with seal &amp; properly tagged with all documents?</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Whether Bid Form is filled up? (Section II)</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Whether Tender’s Profile is filled up? (Section III)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Whether attested copy of Registration of the firm is attached?</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Attested copy of Partnership Deed or proprietorship deed / Memorandum of Association / Articles as applicable.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Attested copy of latest Income Tax return.</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Attested copy of PAN card.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Attested copy of Partnership Deed or proprietorship deed /</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Attested copy of Service Tax certificate.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Attested copy of EPF certificate.</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Attested copy of ESI certificate</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Attested copy of Experience certificate</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Declaration regarding no relative working in DOLR (Section III)</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Declaration in case tender document downloaded from Web Site (Section III)</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Pre receipt for refund of earnest Money (Section III)</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Letter of Authorisation for attending tendering process, in original if applicable (Section IX) – to be submitted separately</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Technical Bid with Documents as per (Clause 11, Section IV) and with enclosures Sl. No.1 to 17 above</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Financial Bid (Section XI).</td>
<td></td>
</tr>
</tbody>
</table>
PART – II

FINANCIAL BID DOCUMENT

FOR OUTSOURCING THE SERVICES OF

"DATA ENTRY OPERATORS & MULTITASKING SERVICES (MTS) IN DOLR".


("FINANCIAL BID")

Department of Land Resources, Ministry of Rural Development, G-Wing, NBO Building, Nirman Bhawan, New Delhi-110011.
SECTION-XI
FINANCIAL BID
OFFICE UPKEEP & HOUSEKEEPING SERVICES

To,

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

Subject : Our Financial Bid for Data Entry Operators, MTS services.


Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, we the undersigned offer to provide the services of Data Entry Operators, MTS for DOLR, NEW DELHI, as per the rates quoted below.

Name of tendering Company / Firm / Agency :

Particulars of EMD

<table>
<thead>
<tr>
<th>DD Amount</th>
<th>:</th>
</tr>
</thead>
<tbody>
<tr>
<td>D.D./Pay Order No/PBG No.</td>
<td>:</td>
</tr>
<tr>
<td>Date of issue</td>
<td>:</td>
</tr>
<tr>
<td>Name of the bank &amp; branch</td>
<td>:</td>
</tr>
</tbody>
</table>

NOTE: **EMD in the form of DD/PBG shall be submitted only with the Technical Bid and not with the Financial Bid. Details of EMD submitted shall only be entered here, in the financial bid.**

Attach separate sheet for quotation if required.
# QUOTATION

**TABLE-I**

## PART A: MANPOWER FOR DATA ENTRY & MTS SERVICES

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Equivalent to</th>
<th>Estimated Daily Minimum Wages in Rs.</th>
<th>Quoted Daily wages in Rs. (meeting minimum wages)</th>
<th>Monthly wages in Rs. = Daily wages \times 26 days</th>
<th>Employees Provident Fund contribution as applicable in Rs.</th>
<th>Employees State Insurance contribution as applicable in Rs.</th>
<th>Any other liability (Pl. indicate) in Rs.</th>
<th>Contractors Adm. / Service Charge in Rs.</th>
<th>Service Tax Liability as applicable in Rs.</th>
<th>Total Unit Cost per manpower per month inclusive of all taxes, duties, levies etc.,</th>
<th>Quantity of manpower (Numbers) (tentative)</th>
<th>Total Cost per month = Unit Cost per manpower per month \times Quantity of manpower (in Rs.)</th>
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<td>1</td>
<td>Unskilled Service (MTS)</td>
<td>525-00</td>
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<td>2</td>
<td>Skilled Service (DEOs)</td>
<td>640-00</td>
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Pl indicate Percentage 8%

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Equivalent to</th>
<th>Estimated Daily Minimum Wages in Rs.</th>
<th>Quoted Daily wages in Rs. (meeting minimum wages)</th>
<th>Monthly wages in Rs. = Daily wages \times 26 days</th>
<th>Employees Provident Fund contribution as applicable in Rs.</th>
<th>Employees State Insurance contribution as applicable in Rs.</th>
<th>Any other liability (Pl. indicate) in Rs.</th>
<th>Contractors Adm. / Service Charge in Rs.</th>
<th>Service Tax Liability as applicable in Rs.</th>
<th>Total Unit Cost per manpower per month inclusive of all taxes, duties, levies etc.,</th>
<th>Quantity of manpower (Numbers) (tentative)</th>
<th>Total Cost per month = Unit Cost per manpower per month \times Quantity of manpower (in Rs.)</th>
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Pl indicate Percentage 8%

1. In Figures ..................................................
   In Words ..................................................
   ..................................................

2. In Figures ..................................................
   In Words ..................................................
   ..................................................
Part-B: The monthly amount to be received by the skilled/semiskilled/unskilled manpower after deducting the employee EPF contribution, ESI etc. are to be mentioned in Table-II.

TABLE-II

<table>
<thead>
<tr>
<th>SI No</th>
<th>Components of Rate</th>
<th>Unskilled service</th>
<th>Semiskilled service</th>
<th>Skilled service</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monthly Rate (Cannot be less than the minimum wages in reference to the latest letter of State Govt / regional labour commissioner / District Collector for the rates mentioned for NEW DELHI. (Including VDA))</td>
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<td>2</td>
<td>EPF Contribution to be deducted from SL. No. 1</td>
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<td></td>
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<tr>
<td>3</td>
<td>ESI Contribution to be deducted from SL. No. 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Any other Contribution to be deducted from SL. No. 1 (Pl Specify)</td>
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<tr>
<td>5</td>
<td>Monthly net amount to be paid</td>
<td></td>
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<td></td>
<td>[Sr.No.1-(2+3+4)]</td>
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</tbody>
</table>

If our Bid is accepted, we shall submit the securities as per conditions mentioned in the contract. We agree to abide by this Bid for a period of 90 days from the date of opening of bid and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Certified that, all the terms and conditions included in the Tender Documents are agreed to.

Place: ___________________                      Signature of Tenderer/Authorized Signatory: ___________________

Date: ___________________                      Name of the Tenderer: ___________________

Seal of the Tenderer: ___________________