

Tender Ref No. 3/10/2014/DCH/P&E/TFC&CM(23)

**REQUEST FOR PROPOSAL (RFP)**

**For**

**SELECTION OF AGENCY FOR PROVIDING  
MANPOWER SERVICES**

**in**

**Deendayal Hastkala Sankul (Trade Centre & Museum),  
Varanasi**



March 2019

**MINISTRY OF TEXTILES**

**GOVERNMENT OF INDIA**

**WEBSITES: <https://eprocure.gov.in/eprocure/app> (Tender Id 2019\_DCHC\_456499)**

**[www.handicrafts.nic.in](http://www.handicrafts.nic.in) (for reference only)**

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Office of Development Commissioner (Handicrafts) also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

Office of Development Commissioner (Handicrafts) may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

Office of Development Commissioner (Handicrafts) may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

Office of Development Commissioner(Handicrafts) reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that Office of Development Commissioner (Handicrafts) is bound to select Applicant or to appoint the Successful Applicant, as the case may be. Office of Development Commissioner (Handicrafts) reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Office of Development Commissioner (Handicrafts) or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and Office of Development Commissioner(Handicrafts) shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## Notice Inviting Tender (NIT)

**OFFICE OF DEVELOPMENT COMMISSIONER (HANDICRAFTS)** invites online bids for "Selection of Agency for Providing Manpower Services at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi', from Private/ Public Sector Agencies.

### Indicative Scope:

Following is broad manpower requirement:

S. No.	Category of Contract Staff	No of Post	Required Qualification
1.	Professional (Retired Government Servant)	01 (One)	Preferably retired museum official having experience in the field of museum
2.	Operator -films and computers	02 (Two)	Graduate with good computer knowledge and relevant experience.
3.	Receptionist	01 (One)	Graduate with relevant experience.
4.	Multi-Tasking Staff (MTS) including one weaver	03 (Three)	12th Pass with experience in cleaning of artefacts and other miscellaneous works etc.

**Contract Period:** The engagement would be initially for a period of **01 year**, extendable for another **three** terms of one year each on satisfactory performance of the agency.

**Bid Security/ Earnest Money Deposit (INR): Rs. 60,000/- (Rupees Sixty Thousand only)**

**Eligibility Criteria:** The firm should meet the following minimum eligibility criteria:

#### A. Technical Criteria:

- Bidder shall necessarily be a legally valid entity registered under the Companies Act 1956/2013 or Proprietorship Firm,
- Bidder should have successfully executed at least 01 assignment of minimum one year duration with contract value amounting to at least **Rs 5 Lakh** in one year during last three financial years preceding the date of publication of this tender, in Central Govt. /State Govt./PSU/PSU Bank or Nationalized Bank / Museum in providing Manpower Services.
- Bidder should be registered with Income Tax, Goods and Services Tax (GST) and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation,
- There should be no legal suit/ criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and should not be black listed by any of the Government organizations.

#### B. Financial Criteria:

- Bidder should have achieved **Minimum Average Annual turnover of not less than Rs. 10,00,000/- (Rupees Ten lakh only)** for last three financial years, ending 31st March of previous financial year (ie 2015-16, 2016-17 & 2017-18). Bidder need to submit certificate from statutory Auditor / Chartered Accountant in support of Financial Criteria.

Eligible bidder quoting lowest financial bid (i.e L1) would be identified as preferred bidder. Bidder shall meet minimum wages and other statutory requirements as per applicable labour laws.

#### Instructions:

- The detailed Request for Proposal document can be downloaded from <https://eprocure.gov.in/eprocure/app> and [www.handicrafts.nic.in](http://www.handicrafts.nic.in) from RFP document Download Start Date and Time indicated in the Critical Date Sheet till opening of bids.

- ii. To clarify the queries and take suggestions of the applicants, a pre- bid meeting is scheduled on date and time specified in Critical Date Sheet at office of **Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R.K.Puram, Sector 1, New Delhi - 110066.**
- iii. Duly completed proposal along with other prerequisites/ documents in support of eligibility criteria etc. and information as per formats given in RFP **must be submitted online** latest by date and time as specified in the critical date sheet. For details please refer the RFP documents.
- iv. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the “Instructions to the Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> and in the Clause 1.4. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- v. Financial bid is to be submitted as per bid format/ BOQ template provided in “**Annexure IV**” of this RFP, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns.
- vi. Bidders shall not tamper/modify the tender form including downloaded financial bid format in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with Office of Development Commissioner for Handicrafts and Office of Development Commissioner(Handicrafts).
- vii. Intending tenderers are advised to visit CPPP site <https://eprocure.gov.in/eprocure/app>, and [www.handicrafts.nic.in](http://www.handicrafts.nic.in) regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

**Critical Date Sheet:**

1	Published Date	16 <sup>th</sup> March 2019 at 14:00 hrs
2	RFP document Download Start Date	16 <sup>th</sup> March 2019 at 14:00 hrs
3	Last date of sending queries	25 <sup>th</sup> March 2019 at 15:00 hrs
4	Pre Bid Meeting Date and Time	26 <sup>th</sup> March 2019 at 15:00 hrs
5	Authority’s response to queries	29 <sup>th</sup> March 2019
6	Proposal Submission Start Date	29 <sup>th</sup> March 2019 at 09:00 hrs
7	Proposal Submission (Online) End Date and Time	15 <sup>th</sup> April 2019 at 15:00 hrs
8	Technical Proposal Opening Date	16 <sup>th</sup> April 2019 at 15:00 hrs

**Contact:**

Senior Director (Handicrafts),  
O/o Development Commissioner (Handicrafts),  
Ministry of Textiles, West Block No.: 7, R.K. Puram, Sector 1, New Delhi - 110066  
E-mail: [sohanjha1989@gmail.com](mailto:sohanjha1989@gmail.com)  
Ph: 011-26178640 / 26108985

**Government of India**  
**Ministry of Textiles**  
**Office of the Development Commissioner (Handicrafts)**  
**West Block No.7, R.K. Puram, New Delhi - 110066**

- 1.1 Online bids are invited under Two Bid systems for engagement of an Agency for providing manpower services at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi' on contractual basis.
- 1.2 Tender documents may be downloaded from office website [www.handicrafts.nic.in](http://www.handicrafts.nic.in) (for reference only) and CPPP site <http://eprocure.gov.in/eprocure/app> as per the schedule as given in CRITICAL DATE SHEET as under.

1	Published Date	16 <sup>th</sup> March 2019 at 14:00 hrs
2	RFP document Download Start Date	16 <sup>th</sup> March 2019 at 14:00 hrs
3	Last date of sending queries	25 <sup>th</sup> March 2019 at 15:00 hrs
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8	Technical Proposal Opening Date	16 <sup>th</sup> April 2019 at 15:00 hrs

- 1.3 Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app.Tenderers/>. 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 at <https://eprocure.gov.in/eprocure/app>'.
- 1.4 Tenderer who has downloaded the tender from the official website [www.handicrafts.nic.in](http://www.handicrafts.nic.in), and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner.
- 1.5 To clarify the queries and take suggestions of the applicants, a pre- bid meeting is scheduled on date and time specified in Critical Date Sheet at office of **Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R.K.Puram, Sector 1, New Delhi - 110066**. All queries shall be sent before last date of sending queries to [sohanjha1989@gmail.com](mailto:sohanjha1989@gmail.com). Contact details may be referred from NIT.

## 2 (A). Eligibility Criteria

The tendering Agency must fulfill the following conditions in order to be eligible for technical evaluation of the bid.

### A. Technical Criteria:

- a. Bidder shall necessarily be a legally valid entity registered under the Companies Act 1956/2013 or Proprietorship Firm,
- b. Bidder should have successfully executed at least 01 assignment of minimum one year duration with contract value amounting to at least Rs 5 Lakh in one year during last three financial years preceding the date of publication of this tender, in Central Govt. /State Govt./PSU/PSU Bank or Nationalized Bank / Museum in providing Manpower Services.
- c. Bidder should be registered with Income Tax, Goods and Services Tax (GST) and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation,
- d. There should be no legal suit/ criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and should not be black listed by any of the Government organizations.

**B. Financial Criteria:**

- a. Bidder should have achieved Minimum Average Annual turnover of not less than Rs. 10,00,000/- (Rupees Ten lakh only) for last three financial years, ending 31st March of previous financial year (ie 2015-16, 2016-17 & 2017-18). Bidder need to submit certificate from statutory Auditor / Chartered Accountant in support of Financial Criteria.

**2 (B) Instructions to Tenderers**

**Submission of Tender**

The tender shall be submitted online in Two part, viz., Technical bid and Financial bid. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

Financial bid is to be submitted as per bid format/ BOQ template provided in “Annexure IV” of this RFP, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

**2 (C) Technical bid:**

Bidders are required to submit a Technical Proposal in forms provided in **Annexure-I, Annexure-II and Annexure-III.**

The following documents establishing bidder’s eligibility and qualification are to be furnished by the bidders along with the Technical Bid as per the tender documents. Any tenderer submitting bid without documents those specified below, is liable to be summarily rejected.

**A. Documents establishing Technical eligibility and qualification:**

All supporting documents must be duly signed by Authorized representative of Applicant.

Criteria	Description	Required Supporting Document
a.	Bidder shall necessarily be a legally valid entity registered under the Companies Act	Signed and scan copy of Certificates of Incorporation issued by the respective



Criteria	Description	Required Supporting Document
	1956/2013 or Proprietorship Firm,	registrar of firms/ companies or applicable registration certificate in case of Proprietorship Firm.
b.	Bidder should have successfully executed at least 01 assignment of minimum one year duration with contract value amounting to at least Rs. 5 Lakh in one year during last three financial years preceding the date of publication of this tender, in Central Govt. /State Govt./PSU/PSU Bank or Nationalized Bank / Museum in providing Manpower Services.	Signed and scan copy of the satisfactory performance certificates and TDS certificates of submitted assignments issued by the Government Organization where it is providing manpower in support of its having rendered satisfactory services along with respective contract agreement signed by the agency for providing the services.
c.	Bidder should be registered with Income Tax, Goods and Services Tax (GST) and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	Signed and scanned copy: 1. PAN/TAN number 2. Income tax return of last three years (ie 2015-16, 2016-17 & 2017-18) 3. GST Registration certificate 4. Certificate of registration with the concerned Govt. authorities under the Contract Labor (Regulation & Abolition) Act, ESI Act, Provident Fund Act,
d.	There should be no legal suit/ criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and should not be black listed by any of the Government organizations.	Scan and scanned copy of the undertaking by agency as per "Annexure-II" of the tender document

**B. Documents establishing Financial eligibility and qualification:**

Criteria	Description	Required Supporting Document
a.	Bidder should have achieved Minimum Average Annual turnover of not less than Rs. 10,00,000/- (Rupees Ten lakh only) for last three financial years, ending 31st March of previous financial year (ie 2015-16, 2016-17 & 2017-18).	Bidder need to submit certificate from statutory Auditor / Chartered Accountant in support of Financial Criteria as per "Annexure III".

**2 (D) Financial Bid:**

Financial bid is to be submitted as per bid format/ BOQ template provided in "Annexure IV" of this RFP, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/ BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender and EMD would be forfeited and tenderer is liable to be banned from doing business with O/o DC (Handicrafts).



### 3) Details of Contract Staff Required

Sl. No.	Category of Contract Staff	Classification	No of Post	Required Qualification	Roles and Responsibility
1.	Professional (Retired Government Servant)	Highly Skilled Professional	01 (One)	Preferably retired museum official having experience in the field of museum	Supervision of Crafts Museum and work of display area and maintenance of artefacts, showcase etc., responsible for preservation and maintenance of artefacts, mounting galleries, showcases, model, diorama pedestals. Professional shall be responsible for the documentation, accessioning of the objects and give specialized inputs for designing the galleries.
2.	Operator - films and computers	Skilled	02 (Two)	Graduate with good computer knowledge and relevant experience.	Control and maintenance of the projection equipment, A/V, inspecting the equipment regularly, monitoring and making films are projected properly etc.
3.	Receptionist	Skilled	01 (One)	Graduate with relevant experience.	Front desk management and ensuring smooth and efficient operation of help desk of the Museum and provide information about the museum, distribution of pamphlets if any, address visitor enquiries etc.
4.	Multi-Tasking Staff (MTS) including weaver	Semi-skilled	03 (Three)	12 <sup>th</sup> Pass with experience in cleaning of artefacts and other miscellaneous works etc.	Cleaning of artefacts as per instructions of Incharge, Museum and supporting in all activities.  Weaver must know the weaving of carpets and working on Handlooms

### 4. Terms and Condition

- 4.1 The Bidders should submit the complete tender documents only after satisfying each and every condition laid down in the tender documents. Every document of the technical bid should be signed by the bidder with seal of the firm/agency.
- 4.2 The proposal and supporting documents shall be in English language and bidders shall express the price of their financial proposal in Indian Rupees (INR) only.
- 4.3 The original proposal shall contain no interlineations or overwriting except as necessary to correct the errors made by applicants themselves, which must be initialed by Authorized Signatory.
- 4.4 It is deemed that prior to submission if the proposal the bidder has made a complete and careful examination of tender, received all relevant information required from the Authority and has submitted the financial bid considering all financial viability aspects. No additional information will be provided after proposal due date.
- 4.5 Authority reserves the right to verify the information provided by the bidder and seek additional information.

- 4.6 No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the quotation. Quotation must be unconditional.
- 4.7 The bidders may be required to show the original documents if Authority or O/o DC (Handicrafts) demands for the same.
- 4.8 Each Agency/ Bidder should submit only one bid. No alternate bids from the same bidder will be considered. In such a case all the bids of the Agency/ Bidder will be rejected.
- 4.9 The original copy of the scan documents uploaded along with technical bid may be asked by O/o DC (Handicrafts) for verification.
- 4.10 **Contract Period:** The engagement would be initially for a period of 01 year, extendable for another three terms of one year each on satisfactory performance of the agency. The contract can be extended/ shortened terminated based on the requirement/ discretion of O/o DC (Handicrafts).
- 4.11 Bidder must submit a Bid Security/ EMD of 60,000 (India Rupees Sixty Thousand only) through Account Payee Demand Draft (at par) to the bank account as per following bank details

**Account Officer (Hqrs.), Office of DC(Handicrafts), payable at New Delhi**

EMD shall remain valid for a period of forty-five days beyond the final proposal/bid validity period.

Original Demand Draft towards payment of EMD as per instructions in this RFP shall be submitted at below mentioned address before expiry of Proposal Submission (Online) End Date and Time as indicated in the Critical Date Sheet, post submission of scanned copy of the same online as per instructions in this RFP:

**Senior Director (Handicrafts),**  
O/o Development Commissioner (Handicrafts),  
Ministry of Textiles, West Block No.: 7, R.K. Puram, Sector 1, New Delhi - 110066  
E-mail: [sohanjha1989@gmail.com](mailto:sohanjha1989@gmail.com)  
Ph: 011-26178640 / 26108985

- 4.12 Technical proposal submitted online shall be opened (decrypted) by Tender Opener at Office of Development Commissioner (Handicrafts). Interested applicants who have submitted their proposal for this RFP may attend the opening of Technical proposals.
- 4.13 Date & Time of opening of Financial Bid will be informed later on after the evaluation of Technical Bids. Financial Proposal of technically qualified bidders will only be opened and evaluated. Bidders quoting lowest financial bid i.e. L1 among technically qualified bidders shall be identified as selected bidder.
- 4.14 "Contractor" or "Agency" means agency selected as selected bidder / preferred bidder under this tender who has signed the contract with the Authority and fulfilled all the formalities required under this tender.
- 4.15 Successful bidder will have to deposit performance security money of Rs. 1,50,000 (Rupees One Lakh Fifty Thousand only) in the shape of Bank guarantee in favor of Account Officer (Hqrs.), Office of DC(Handicrafts), from any of the commercial or scheduled banks in an acceptable form for the period of contract. The security deposit should be valid for a period of two months on the date of expiry of the contract.

- 4.16 The law which is to apply to the Contract and under which the Contract is to be constructed shall be Indian Law. The Courts of Delhi shall have exclusive jurisdiction in all the matters arising in the Contract including execution of Arbitration Award.
- 4.17 The contractual manpower upon joining, shall submit himself /herself to the orders of the O/o DC (Handicrafts) and of the Officers under whom he/she may be placed from time to time by the O/o DC (Handicrafts) during the period of contract and shall at all times obey the rules prescribed and shall whenever required to perform such duties as may be assigned to the candidate by the HOD or any other officer appointed by the O/o DC (Handicrafts).
- 4.18 The contractual manpower shall deploy himself/herself efficiently and diligently and to the best of his/her ability on part of O/o DC (Handicrafts) and that he/she will devote his/her whole time to the duties of the service and shall not engage directly or indirectly in any trade/business or occupation on his/her own account that he/she shall not (except in case of accident or sickness certified by a Civil Surgeon/Authorized Medical Officer) abstain from duties without having obtained permission from the concerned controlling officer or any other authorized Officer. The contractual manpower shall not be entitled for remuneration for the period of absence from duties.
- 4.19 All contractual staff are expected to wear prescribed dress as per the directions of O/o DC (Handicrafts).
- 4.20 The contractual staff deputed to O/o DC (Handicrafts) shall not be changed by the firm/agency without consent of O/o DC (Handicrafts). However if the person leaves the agency midway due to reasons beyond the control of the agency then the agency has to ensure the replacement of an equally qualified/experienced person.
- 4.21 The agency shall also be responsible to provide all the benefits viz. PF, ESI, Bonus, etc., to the eligible contractual staff engaged by the agency. The agency shall comply with all the legal requirements and provisions under Minimum Wages Act, 1948 including obtaining license under Contract Labour (R&A) Act, 1970, registration with EPF and ESIC as may be applicable.
- 4.22 As per the present classification of cities into areas mentioned in the order issued by O/o Chief Labour Commissioner(C), Ministry of Labour & Employment, Govt. of India, regarding VDA Minimum Wages Notification dated 03rd April 2018, the Urban Agglomeration of Varanasi is listed under Area - "B". Order issued by O/o Chief Labour Commissioner(C) shall be complied as amended from time to time.
- 4.23 Upon selection of a candidate for posting on contractual basis by O/o DC (Handicrafts), the placement agency shall immediately provide the joining letter to the candidate along with a copy to O/o DC (Handicrafts), indicating, there in, the breakup of the salary to be offered to the contractual employees along with other terms and conditions.
- 4.24 Competent Authority in O/o DC (Handicrafts) reserves right to accept or reject in part or full any or all offers without assigning any reason whatsoever. (Office time 9:30 am to 6:00 pm).
- 4.25 In case of award of contract, quoted rate shall remain in force for the whole period of contract.
- 4.26 The agency shall provide a panel of eligible candidates as per qualification/experience criteria as stipulated in Section 3.0 of this tender. A committee constituted by O/o DC (Handicrafts) will select the candidates through interview process.
- 4.27 The agency will provide Universal Account Number of EPFO of all the employees deployed at O/o DC (H).

#### 4.28 Conflict of Interest

Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Facility Management Company (FMC) under any of the circumstances set forth below:

- a. **Conflicting Assignment/job:** A bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employer.
- b. **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Authority/Ministry's staff who is directly or indirectly involved in any part of
  - i. the preparation of the Terms of Reference of the Assignment/job,
  - ii. the selection process for such Assignment/job, or
  - iii. supervision of the Contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

#### 4.29 Corrupt or Fraudulent Practices

Authority desires to observe a high standard of ethics during the procurement and execution of Draft Service Agreement. In pursuance of this Clause, the Authority:

- a) will not accept a proposal for award if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt fraudulent practices on competing for the RFP in question, and will declare a bidder ineligible.
- b) if it, at any time determines that the bidder has engaged in corrupt or fraudulent practices, for this RFP or in the past for the purpose of this provision, the Authority defined the terms set forth as follows:

*"Corrupt Practices" means the offering, giving, receiving and soliciting of anything of value to influence the action of an official in the procurement process or in Service Agreement execution; and*

*"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Service Agreement and includes collusive practices among Bidders (prior to or after Proposal submission designed to establish Proposal prices at artificial, non-competitive levels and to deprive the Authority of the benefits of free and open competition*

#### 4.30 Prohibition against collusion amongst bidder(s)

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and the concerned Bidder(s) shall lose its/their Earnest Money, at Authority's sole discretion. The format for Anti- Collusion Certificate has been provided in Form 10 of Section 4 of the RFP document.

### 5 Terms of Payment

- 5.1 The selected agency will submit the monthly bills in triplicate on the first working day of the succeeding month.
- 5.2 The placement agency shall make regular and full payment of salaries and other payments as due, as per the labour laws to its personnel deployed on contract basis through RTGS/Online and furnish necessary proof whenever required. The payment to personnel by the Contractor should be made on or before 7th of every month. However, 7th being holiday, wages should be paid on the preceding working day of that month. Account payee cheque for amounts passed in the bill will be issued only after the Contractor gives a stamped receipt for the amount unless the bills are pre-receipted.
- 5.3 No advance payment shall be made to the agency in any condition. The agency shall make the full payment to its employees deputed at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi every month. Thereafter, Authority will make the payments to the agency. The agency shall submit proof of payments made to the contractual staff for previous months to O/o DC (Handicrafts) / Authority.
- 5.4 The proofs in respect of all statutory deductions made by agency including EPF, ESI issued by the concerned organizations for the previous month will be submitted by the agency to O/o DC (Handicrafts) / Authority.
- 5.5 Authority shall release due amount after making recoveries, if any, through Electronic Clearance System (ECS) in favour of the Agency. In case, Authority or O/o DC (Handicrafts) receives any complaint regarding non-payment of wages from any contractual staff, the amount payable to these staffs will be recovered from the security deposit of the agency and the same shall be paid to contractual staff.
- 5.6 The agency must ensure that no other charges except statutory charges should be deducted from the individual concerned contractual staff. O/o DC (Handicrafts) will deduct income tax at source as applicable under Income Tax Act 1961 as amended from time to time.

## **6. Termination of Services and Penalty Clause**

- 6.1 During the period of employment, performance shall be assessed by O/o DC (Handicrafts) or authorized representative appointed by O/o DC (Handicrafts) and the employment can be short terminated based on the assessment.
- 6.2 Authority, shall terminate the services, without any prior notice to the candidate found to be prima-facie guilty of any in-subordination, intemperance, moral turpitude or other misconduct, participation in strikes/ agitations/ Union/ Association or of any breach or non-performance of any of the provisions of these conditions or if otherwise found unsuitable for the efficient performance of his/her duties.
- 6.3 The O/o DC (Handicrafts)/ Authority may terminate the services of any contractual manpower without any prior notice/assigning reasons thereof.
- 6.4 The contractual appointment shall cease to exist automatically on expiry of the contract period/agreement without any separate notice to the candidates. In case of any dispute/interpretation, the decision of O/o DC (Handicrafts) will be treated as final.
- 6.5 If the agency fails to provide eligible manpower as per criteria mentioned in Section 3.0, against any or all the posts after signing the agreement, the agency will be penalized with a penalty of Rs. 200/-

per day per post subject to a maximum of Rs. 20,000/- per month. The penalty will be deducted from the security deposit of the agency.

## 7. Evaluation Criteria:

7.1 A Proposal shall be considered responsive only if the Proposal fulfills following as per RFP terms:

- Is received by the Proposal Due Date
  - Accompanied by EMD
  - Contains all the information as requested in the RFP;
  - All pages of the Proposal are signed by Authorized representative of Applicant,
  - Contains information in the forms specified in this RFP along with supporting documents; and fulfills the conditions of Eligibility Criteria,
  - Proposal validity is as prescribed in the RFP,
  - Technical proposal does not contain any material information on financial bid,
- Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification; substitution or withdrawal shall be entertained by Authority in respect of such Proposals.

7.2 The Technical bids will be scrutinized on the basis of Basic Eligibility Criteria as detailed in Section-2 (A) of the Tender Document. Financial bids will be opened only of the technically qualified bidder.

The eligible bidder quoting the lowest **“Total monthly amount payable to the agency”** including monthly expenditure on salaries of contractual staff, applicable GST and service charges for providing manpower to Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi taken together will be declared as **L-1**.

7.3 In case of “Nil” service charges over and above the monthly salary paid to the contractual employees, the bid of the bidders shall be treated as un-responsive and will not be considered.

**Performa for Technical Evaluation**

The agencies are requested to furnish the following information/ documents for Technical evaluation.

1	Name of the proprietors/ Directors	
2	Item	Yes/No (upload the documentary proof in each case)
	Whether Firm is registered & license holder under	
	Contract Labour (Regulation & Abolition)Act	
	ESI Act	
	Provident Fund Act	
	GST Registration Certificate	
3	Whether the firm has a permanent Account Number (PAN/TAN)	
4	Whether any legal suit/criminal case pending or contemplated or legal notice having being served to this effect against the proprietor of the agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and agency is not black listed by any Government organization.	
5	Copy of service tax returns submitted for last three (3) year (ie 2015-16, 2016-17 & 2017-18)	
6	Does the agency have successfully executed at least 01 assignment of minimum one year duration with contract value amounting to at least Rs. 5 Lakh in one year during last three financial years preceding the date of publication of this tender, in Central Govt. /State Govt./PSU/PSU Bank or Nationalized Bank / Museum in providing Manpower Services.	
7	Satisfactory performance certificates, TDS certificates and respective contract agreement of at least (01) One <b>Eligible Assignment</b> issued by the Government Organization where it is providing manpower in support of its having rendered satisfactory services.	
8	Bidder has submitted certificate from statutory Auditor / Chartered Accountant in support of Financial Criteria as per "Annexure III".	
9	Details of Earnest Money Deposit	

**Note: Submission of documentary proof for the entire above Qualifying Requirement is mandatory. In case of absence of documentary proof the bid is liable to be rejected. Also, the documentary proofs attached should be duly attested by authorized person(s). Authority may demand original documents for verification.**

Authorized Signatory \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_



UNDERTAKING BY THE AGENCY

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Name of the firm/agency) hereby declare that there is no legal suit / criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in force and company is not black listed by any Government Organization.

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Name of the firm/agency) hereby declare that our organization or the staff to be provided has no business or direct family relationship with member(s) of O/o DC (Handicrafts) employees or persons positioned in or on the Board of these two organizations by whatever process.

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Name of the firm/agency) hereby undertake that all relevant statutory requirements will be complied with.

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (Name of the firm/agency) understand that if the above declaration is found incorrect, the present engagement would be terminated and \_\_\_\_\_ (name of the firm/agency) would be debarred from any further engagement by O/o DC (Handicrafts) ever.

**(Signature)**

Name:

Address:

Date:

**Financial Capacity of the Applicant Firm/ Bidder (Applying under Category – I)**  
(Certificate from Statutory Auditor/ Chartered Accountant)

<b>S. No.</b>	<b>Financial Year</b>	<b>Annual Turnover (In Lakhs)</b>
(1)	(2)	(3)
1.	2017 – 2018	
2.	2016 – 2017	
3.	2015 – 2016	

Certificate from Statutory Auditor/ Chartered Accountant

This is to certify that \_\_\_\_\_ (name of the bidder) has received the payments shown in column 3 above against the respective years on account of providing Manpower Services.

Name of the Audit Firm:

Seal of the Audit Firm:

Date:

Name and Signature of Authorized Signatory

**Financial Bid Form**

Name of Bidder: (to be filled)									
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>Sl. No.</b>	<b>Category of Contract Staff</b>	<b>No. of Posts</b>	<b>Salary amount per month approved by Authority (In INR)</b>	<b>EPF @ 13.16% (As per order dt.15.03.2017) Deducted on 15000/-</b>	<b>ESI @ 4.75%</b>	<b>Agency/ Service Charges (To be filled by bidder)</b>	<b>18% GST on total of Column (4+5+6+7) as applicable</b>	<b>Total amount per Month of (One Employee)</b>	<b>Total amount of per Month (No. of employee as per Column No.3)</b>
1	Professional (Retired Government Servant)	1	40,000	1,974	1,900				
2	Operator - films and computers	2	18,615	1,974	884				
3	Receptionist	1	18,615	1,974	884				
4	Multi-Tasking Staff (MTS) including one weaver	3	15,878	1,974	754				
<b>Total monthly amount payable to the agency</b>									□

**Note: - bidders shall fill cells highlighted in grey and shall not tamper any other cells**  
 Technical bid shall not contain any financial quotes.

## GENERAL CONDITIONS OF CONTRACT

### 1. INTERPRETATION OF THE CONTRACT DOCUMENT

Office of the Development Commissioner for Handicrafts (hereinafter 'Authority') and the Contractor shall in so far as possible by mutual consultation try and decide upon the meaning and intent of the Contract Document. In case of disagreement the dispute will be referred to the Sole Arbitrator as provided in the Contract. Any change in the Contract Document shall be set forth in writing by the representative of the parties hereto. It shall be the responsibility of both the parties to this contract to thoroughly familiarize all of their supervisory personnel with the contents of this Contract Document.

### 2. VALIDITY PERIOD OF RATE

The rates quoted should be firm and valid from the date of submission of bid up to the validity of contract agreement after finalization of tender for all work order without any change. However minimum wages as mentioned in clause no. 4 of Section V shall be applicable.

### 3. 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 Authority, Authority's representative, Ministry of Textiles, its employees and consultants from and against the same or any default by the Contractor in the payment thereof.

### 4. PRICE ESCALATION

The Authority/ Authority's representative shall not be responsible for any escalation in prices of labour or materials, machinery, equipment etc. what-so -ever 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 Central Government rates are revised by the Chief labour commissioner, then the rates payable for each category of manpower 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.

**5. NOTIFICATION BY CONTRACTOR**

The Contractor shall give in writing to 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.

**6. QUALITY OF WORK**

The Authority/Authority's representative 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 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 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.

**7. 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.

**8. 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 as required by law and undertaken to indemnify and keep indemnified the Authority/Authority's representative 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 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 Authority may require.

**9. INDEMNITIES**

The Contractor shall at all times hold the Authority, Authority's representative, Ministry of Textiles, its employees and consultants 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 Ministry of Textiles, Authority, Authority's representative, its officers and officials and consultant 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 Authority 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 to 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 Authority or pay to the Authority 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 Authority arising out of or incidental to or in connection with the operation covered by the contract. The Contractor shall at his own cost at the Authority'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 Authority.

10. Whenever any claim, against the Contractor for the payment of a sum or money arises out of or under the contract, Authority shall be entitled to recover such sum by appropriating in part or whole, the security deposit 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 Authority. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to Authority on demand the balance remaining due.

#### **11. 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, the Authority/Authority's representative shall have the power to terminate the contract without previous notice.

12. Contractor's heirs/representatives shall, without the consent in writing of the Authority/Authority's representative, have the right to continue to perform the duties or engagements of the Contractor or under the contract in case of his death. 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 Authority/Authority's representative, in writing.
13. Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, the Authority/Authority's representative shall have the option of terminating the contract without compensation to the Contractor, which does not amount to Breach of the contract.

#### 14. SUB-CONTRACTS

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

15. Authority/Authority's representative 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 Authority in terms here of and for the due fulfilment of the contracted works.
16. The Contractor shall indemnify, and save harmless the Ministry of Textiles, Authority, Authority's representative, its officers and officials and consultant from and against all actions, suits, proceedings, costs, damages, charges, claims and demands what so ever, either in law or in equity and all costs (inclusive between attorney and client) and charges and expenses that the Authority may sustain/suffer or incur arising from or out of or incidental to (in connection with any act(s) or commission) of the Contractor, his agents, employees, assignee. The provision shall also apply to the assignee as the case may be.
17. If contractor without written approval of the Authority, assign his contract, or attempt to do so, or become insolvent or commence any insolvency proceedings, the Authority/Authority's representative shall have power to adopt any of the courses specified in clause- (46); clause-(47) as he may deem fit in the interest of Authority and in the event of any of these courses being adopted the consequences specified in the said clause- (46); clause- (47) shall ensue.

#### 18. INFERIOR QUALITY OF WORK: -

For inferior quality or incorrect execution of work, the in-charge of work will be empowered to deduct from bills an amount equivalent to 5% of amount of W.O. in addition to excess payment made to rectify/reconstruct or replace any defective work. No payment will be made for such execution.

19. The person deployed shall be required for Six day week to report for work at 0930 Hrs. and would leave at 1800 Hrs. In case, person deployed is absent on a particular day or comes late / leaves early on three occasions, one day wage shall be deducted.
20. If the work is not performed by any or all the manpower on any day in a month deduction shall be made proportionately ( per day basis ) from the bills of the contractor and a penalty @ Rs 100/- per working day/ manpower shall be imposed.
21. The accountability and responsibility for maintaining & secrecy of the data will be with the contractor.
22. If any of the information furnished by the contractor is found to be incorrect the contract is likely to be terminated.
23. The Authority is not bound 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.
24. Acceptance of the tender will be communicated by an acceptance Note or Letter of Intent.



25. The Authority will not be liable to pay any interest on the Earnest Money or Security Deposit Money. If the successful tenderer withdraws tender before formal approval after tender or after contract fails to comply with any of the terms and conditions act out above, the Authority reserve the right's to forfeit Earnest Money /Security Deposit.
26. The minimum wage amount will be in accordance with the effective notification issued by Chief Labour Commissioner and subsequent amendments on the subject matter if any (for Central Government).
27. The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like EPF, ESI etc, as applicable. During the contract period, ESI, EPF (employer contribution, as applicable, if any) and GST will be reimbursed as per actual along with the monthly bill on producing the original receipts.
28. 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 Authority, Authority's representative, Ministry of Textiles, its officers and officials and consultant. The contractor will intimate to the local police station regarding identity and permanent address of the persons employed. A copy of the acknowledgement received from local police station should be submitted to this office.
29. Services shall be from 0930 Hrs. to 1800 Hrs. on Monday to Saturday, with a 30 Minute lunch break. The contractor may be called upon for the **services on Sunday or closed holiday (with compensatory week off in the same month), if required.**
30. 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.**
31. It will be the responsibilities of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed by it (Agency) in this office and this office will have no liabilities in this regard.
32. For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower Operator so employed and deployed in this office. **The manpower deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against the Authority/Ministry of Textiles.**
33. 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.
34. 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.

35. Where the Contractor is a partnership firm, the previous approval in writing of the Authority 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- (17) hereof and the same action may be taken, and the same consequence shall ensue as provided in the said clause-(17)

#### **36. LABOUR WELFARE MEASURES AND WORKMAN COMPENSATION**

##### **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.

#### **37. CONTRACTORS LABOUR REGULATIONS: Working hours**

- 37.1. 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.
- 37.2. 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.
- 37.3. 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.
- 37.4. 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.

#### **38. PAYMENT OF WAGES**

- 38.1. The Contractor shall fix wage periods in respect of which wages shall be payable.
- 38.2. No wage period shall exceed one month.
- 38.3. 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.

- 38.4. 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.
- 38.5. 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.
- 38.6. Wages due for individual manpower shall be paid to him direct or the other person authorized by him in this behalf.
- 38.7. All wages shall be paid in current coin or currency or in both.
- 38.8. 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.
- 38.9. It shall be the duty of the contractor to ensure the disbursement of wages in presence of the site engineer 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.
- 38.10. 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.
- 38.11. **The contractor shall be responsible for providing all statutory benefits to the personnel employed by him including off day(s) after 6 days & national holidays, PF, ESI etc. & the documentary proof of the same has to be attached with each month's bill.**
- 38.12. The contractor shall liable to make disbursement of payment among the manpower as per the approved final rates of this contract and has to submit the documentary proof of said disbursement of previous month along with the bill of next month.

#### 39. LABOUR RECORDS

- 39.1. 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.**
- 39.2. The contractor shall maintain a **muster roll register** in respect of all workmen employed by him on the work under contract in form XVI of the CL(R & A) Rules.
- 39.3. 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.
- 39.4. The manpower deployed by the contractor for providing the services to do specific work will have no claim whatsoever for absorption in DoT later on.
- 39.5. 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.

39.6. The contractor shall maintain a **Register of deductions for damage or loss** in from XX of the CL(R & A) Rules 1971. The contractor shall maintain a **register of Overtime** in from XXIII of the CL(R & A) rules 1971.

**40. 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 for Submission of Returns. The contractor shall submit periodical return as may be specified from time to time.

**41. COMPLIANCE WITH LAWS AND REGULATION**

41.1. 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 by 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 Authority, 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.

41.2. Any assignee to share any portion of the work to be performed here under may be assigned. Assignee to comply with the provisions of the clause and in this connection the contractor agrees as to undertake to save and hold the Authority, Authority's representative, Ministry of Textiles, its employees and consultants 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 sub-contractor to make full and proper compliance with the said by-laws, rules, regulations, laws and order and provisions as aforesaid.

**42. FORCE MAJEURE: -**

42.1. 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 DoT 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.

42.2. Provided also that if the contract is terminated under this clause, the Authority shall be at liberty to take over from the contractor at a price to be fixed by the Authority which shall be final, all un- used, un-damaged and acceptable materials, bought out components and stores in the course of implementation in possession of the contractor at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and stores as the contracts may with the concurrence of the Authority elect to retain.

#### 43. **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.

44. The Authority/Authority's representative may without prejudice to his/her 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 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 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 act mentioned in clause- (39)

- If contractor commits any fraud with the DoT, or any fraudulent motive is detected in his action.
- If contractor demands undue charges not stipulated in this contract.

45. When the Contractor has made himself liable for action under clause- (47), the Authority's representative on behalf of the Authority 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 Authority's representative 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 Authority.
- To employ labour paid by the DoT 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 Authority's representative 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 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 DoT 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 there of as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be 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 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 Authority 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- (46) and/or clause (47) being adopted by Authority/Authority's representative 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 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.

46. In any case in which any of the powers conferred upon the Authority's representative by the above clauses, shall have become exercisable and the same shall not be exercised, the non-exercise here of shall not constitute a waiver of any of the conditions here of 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.

47. **CANCELLATION/TERMINATION OF CONTRACT OR PART THEREOF**

48.1 The 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.

48.2 The 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.

48.3 If at any time after the commencement of the work the Authority shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the 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.

48. **Payments**

49.1 The bills submitted by the Contractor should contains Bank A/c and IFSC code for electronic transfer of fund . The bills will be submitted in **triplicate** and in the manner and form that may be prescribed by the Authority including . Account payee cheque for amounts passed in the bill will be issued only after the Contractor gives a **stamped receipt for the amount unless the bills are pre-receipted**. The Authority will have the right to recover liquidated damages for delay or slow progress of the work from the bills submitted for payment.

49.2. 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 legislature. Necessary Income Tax deduction certificate will be issued by the Accounts Officer detailing the amount so deducted as tax at source at the time of payment of each bill.

49.3. 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 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.

49.4. 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 the 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 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.

**49.5. The contractor shall not be justified in abandoning the contract because the Authority has delayed making payment(s) in respect of other work being done for the Authority by the Contractor.**

49.6. 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 Authority.

#### 49. SECURITY DEPOSIT

49.1. **Earnest Money** deposited at the time of submission of the tender, will not be converted into Security Deposit on the acceptance of the tender.

49.2. The successful tenderer will have to deposit a **Performance Security Deposit as indicated in the published tender document** at the time of signing of agreement within 7 working days of the issue of the letter of intent. The performance security will be furnished in the form of the Bank Guarantee in the name of Account Officer(Hqrs.), O/o DC(Handicrafts) from any Scheduled/Nationalized Bank in India. The performance security should remain valid for a period of 90 days beyond the date of completion of all the contractual obligations of the contractor.

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

49.4. **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 Authority to forfeit either whole or any part of the Security Deposit furnished by the contractor after issuing a "SHOW-CAUSE" Notice to the contractor .

49.5. The Security Deposit/PBG shall be considered for adjustment against liquidated damages only at the time of final conclusion of the contract and final settlement of account.

49.6. 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 Authority 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, they said balance in full shall be collected from the bills of the contractor.

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

**49.8. Security Deposit/PBG will be refundable only after full settlement of final bill for the works contracted/executed under the contract and on submission of NOC from the Authority.**

49.9. Security Deposit/PBG that is due for refund to the Contractor and remain unclaimed for One years 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 Authority.

**50. DISPUTES AND ARBITRATION**

In the event of any dispute, difference of opinion or dispute or claim arising out of or relating to this agreement or breach, termination or the invalidity thereof, shall be resolved as under.

**51. ARBITRATION**

- (i) In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Ministry of Textiles, Government of India, on the recommendation of the Secretary, Department of Legal Affairs ("Law Secretary"), Government of India. The provisions of Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi or any other place, as may be decided by the arbitrator. The language of arbitration proceedings shall be English. The arbitrator shall make a reasoned award (the "Award"), which shall be final and binding on the parties. The cost of the arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
- (ii) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.