

TENDER DOCUMENT

NAME OF THE WORK:

TENDER FORM FOR PROVIDING MANPOWER AT MDNIY

MORARJI DESAI NATIONAL INSTITUTE OF YOGA

68, ASHOKA ROAD, NEW DELHI-110 001

Date of Release of Tender	-	05.09.2018
Last Date of Receipt of Tender	-	28.09.2018 (11:00 AM)
Technical Bid shall be opened on	-	28.09.2018 (11:30 AM)
Financial Bid shall be opened on	-	01.10.2018 (03:00 PM)

This Tender Document Contains 40 pages

Cost of Tender Form: - Rs.1000/-




MORARJI DESAI NATIONAL INSTITUTE OF YOGA
68, Ashoka Road, New Delhi – 110 001

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DIRECTOR

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MORARJI DESAI NATIONAL INSTITUTE OF YOGA
68, Ashok Road, New Delhi – 110 001

TENDER NOTICE - NIT

Sealed tenders are invited under Two-Bid system from reputed agencies, either by themselves or as a joint venture/consortium/partnership having capacity to provide suitable and trained manpower in Morarji Desai National Institute of Yoga, 68, Ashoka Road, New Delhi-110001 for one year on outsourcing basis through e-publishing solution.

Details for applying for tender and terms and conditions may be seen at www.eprocure.gov.in and www.yogamdniy.nic.in

Name of Work	Providing manpower in MDNIY
Tender ID	MDNIY/16-5/2018-Estt.
EMD	Rs. 7,54,000.00/- (Rupees Seven Lakh Fifty Four Thousand Only) in shape of Account Payee DD/PO/Fixed Deposit Receipt from Bank in favour of Morarji Desai National Institute of Yoga
Time allowed	24 days
Date of release of tender	05.09.2018

Director



**MORARJI DESAI NATIONAL INSTITUTE OF YOGA
68, Ashoka Road, New Delhi – 110 001**

NOTICE OF INVITATION OF TENDER

INSTRUCTIONS TO BIDDERS

1. GENERAL:-

1.1 The present tender is being invited for providing manpower under which the contractor shall provide trained personnel and will use its best endeavor to provide manpower in the Institute as specified in the SCOPE OF WORK.

2. ELIGIBILITY CRITERIA:-

2.1 All agencies who are providing similar kind of services of providing trained manpower on outsourcing basis for at least last three consecutive years and having minimum annual average turnover of **Rs. 6.00 Crores** during the last three financial years in the books of accounts.

2.2. The bidder should have the experience of completion of similar works in any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities during the last 7 years as follows:

(a) Three similar completed works costing not less than **Rs. 200.00 lacs** or

(b) Two similar completed works costing not less than **Rs. 300.00 lacs** or

(c) One similar completed work costing not less than **Rs. 600.00 lacs**

2.3 Should have latest Solvency Certificate issued by Nationalized bank of Rs.2.00 Crore in the name of the Institute.(Annexure - XIII) Solvency Certificate must be addressed to **Director, Morarji Desai National Institute of Yoga failing which bid will be rejected.**

2.4 Should have minimum average strength of more than 300 manpower on rolls of the agency in last three consecutive years. Copies of EPF/ESIC return or any other statutory document certifying the above strength shall be attached of last three consecutive years.

2.5 Should have valid registration with Trade & Tax Department of Govt. of NCT of Delhi on Works Contract, Goods & Services Tax (GST), EPF & ESI Registration number. (Copies of registration to be attached).

2.6 Should not have incurred loss in more than 03 years in last 05 financial years ending 31.03.2018. The Undertaking to this effect is to be provided.

2.7 Should not have been blacklisted debarred from participating in tender at MDNIY or by any Govt., Semi-Govt., Deptt. Or any other organization during last 10 years as on date **failing which bid shall be rejected** (Annexure - XII).

2.8 The bids which do not meet the above specified eligibility criteria shall be summarily rejected.

3. QUALIFICATION OF THE BIDDERS:-

3.1. The Bidder, to qualify for award of contract, shall submit a power of attorney authorizing the signatory of the bid to commit each member of the Partnership/ Consortium/Joint venture.

3.2.(a) Memorandum of Understanding shall be provided in case the Bidder comprises of Joint venture/Consortium/Partnership.

(b) Nomination of one of the members of the partnership, consortium or joint venture to be in charge and this authorization shall be covered in the power of attorney signed by the legally authorized signatories of all members of consortium/joint venture/partnership firm;

- (c) Details of the intended participation by each member shall be furnished with complete details of the proposed division of responsibilities and corporate relationships among the individual members.
- 3.3. The bidder shall submit full details of his ownership and control or, if the Bidder is a partnership, joint venture or consortium, full details of ownership and control of each member thereof.
- 3.4. Bidder or members of a partnership, joint venture or consortium shall submit a copy of PAN Card Number under Income Tax Act.
- 3.5. Bidder must submit copies of all documents required, duly self-attested, along with technical bid of the tender.
- 3.6. Each Bidder (each member in the case of partnership firm/joint venture/consortium) or any associate is required to confirm and declare with his bid that no agent, middleman or any intermediary has been, or will be, engaged to provide any services, or any other item or work related to the award and performance of this contract. They will have to further confirm and declare that no agency commission or any payment which may be construed as an agency commission will be paid and that the tender price will not include any such amount. If the MDNIY subsequently finds to the contrary, the Institute reserves the right to declare the Bidder as non-compliant and declare any contract if already awarded to the Bidder to be null and void.
- 3.7. Canvassing in any form or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a bid will be an offence under Laws of India. Such action will result in the rejection of bid, in addition to other punitive measures.
- 4. ONE BID PER BIDDER:-**
Each bidder shall submit only one tender either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any of the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids are liable to be rejected.
- 5. COST OF BID:-**
The bidder shall bear all costs associated with the preparation and submission of his bid and the Institute will in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
- 6. TENDER DOCUMENTS:-**
- a. The prescribed tender document shall be issued by the Cashier on cash payment of Rs.1000/- from 10.00 A.M. to 11.00 A.M. from 05.09.2018 to 28.09.2018 (on all working Days). Alternatively, the tender document can be downloaded from the websites www.eprocure.gov.in and <http://www.vogamdniv.nic.in/>. In this case, the Contractor/agency shall submit the separate Demand Draft/Pay Order amounting to Rs.1000/- (Rs. One thousand only) in favour of "Morarji Desai National Institute of Yoga" along with Technical Bid. The financial bid shall not be opened if the requisite cost of Tender Document is not paid by the Contractor.
- 6.1. Contents of Tender Documents.**
- 6.1.1. The Tender Invitation Document has been prepared for the purpose of inviting tenders for providing manpower. The Tender document comprises of:
- (a) Notice of Invitation of Tender. (Annexure-I)
- (b) Terms and Conditions. (Annexure-II)

- (c) Tender form for providing manpower (Annexure-III)
- (d) Undertaking (Annexure-IV)
- (e) Form of Bank Guarantee for Bid Security (Annexure-V)
- (f) Form of Bank Guarantee for Performance Security (Annexure-VI)
- (g) Form of Agreement (Annexure-VII)
- (h) Financial Bid/Price Bid, Schedule of Rates (Annexure-VIII)
- (i) Requirement of qualification of manpower (Annexure IX)
- (j) Check list (Annexure X)
- (k) Enclosure list (Annexure XI)
- (l) Declaration regarding Blacklist/Debarring for taking part in Tender (Annexure XII)
- (m) Solvency Certificate from Bankers of the Company (Annexure XIII)
- (n) Performance Report of each work referred in Annexure (Annexure XIV)

6.1.2. The bidder is expected to examine all instructions, Forms, Terms and Conditions in the Tender document. Failure to furnish all information required by the Tender document or submission of a tender not substantially responsive to the Tender document in every respect will be at the bidder's risk and may result in rejection of his bid.

6.1.3. The bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Tender document.

6.2. CLARIFICATION OF TENDER DOCUMENT:-

6.2.1. The bidder shall check the pages of all documents against page number given in index and, in the event of discovery of any discrepancy or missing pages, the bidder shall inform the DIRECTOR, MDNIY.

6.2.2. Except for any such written clarification by the Institute, which is expressly stated to be an addendum to the tender document issued by the DIRECTOR, MDNIY no written or oral communication, presentation or explanation by any other employee of the Institute shall be taken to bind or fetter the Institute under the contract.

7. PREPARATION OF BIDS:-

7.1. Language.

The bids and all accompanying document shall be in English.

7.2. Documents Comprising the Bid.

Tender document issued for the purposes of tendering as described in Clause 6.1 and any amendments issued shall be deemed as incorporated in the Bid.

7.2.1. The bidder shall, on or before the date given in the Notice Inviting Tender, submit his/her bids. The bidder shall **submit the technical and financial bids in two separate sealed envelopes clearly super scribing on the envelope "Technical bid for manpower in MDNIY "& "Financial bid for manpower in MDNIY" (as applicable)/should be kept in a single common sealed envelope and EMD in a separate envelope, i.e. two bids in three envelopes.** All these three envelopes should be kept in single and sealed envelope.

7.2.2. One copy of the Tender document and Addenda, if any, thereto with each page signed and stamped shall be attached to acknowledge the acceptance of the same.

7.2.3. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs. 7,54,000.00/- (Rupees Seven Lakh Fifty Four Thousand Only)** in the form of an

Account Payee DD/PO/Fixed Deposit Receipt from a commercial bank in favour of **Morarji Desai National Institute of Yoga** along with the Tender document. If the tender document is downloaded from the website, a separate A/c Payee DD/PO amounting to Rs.1000/- in favour of **Morarji Desai National Institute of Yoga** shall be deposited with the Technical Bid.

7.2.4. The Bidder (each member in case of joint venture/consortium/partnership firms) shall furnish the details regarding total number of works, as stated in Clause 2.2 (a) (b) and (c), completed in preceding three years, which were similar in nature and complexity as in the present contract requiring supply of trained man power.

7.3. FORM OF BID:-

The Form of Bid shall be completed in all respects and duly signed and stamped by an authorized and empowered representatives of the Bidder. If the Bidder comprises a partnership firm, consortium or a joint venture, the Form of Bid shall be signed by a duly authorized representative of each member of participant thereof. Signatures on the Form of Bid shall be witnessed and dated. Copies of relevant power of attorney shall be attached.

7.4 Currencies of Bid and Payment:-

7.4.1. The Bidder shall submit his/her price bid/offer in Indian Rupees and payment under this contract will be made in Indian Rupees.

7.5. Duration of Contract:-

The contract shall be awarded initially for a period of One year and may be extended for another two years subject to satisfactory performance of the contractor. However, the institute reserves the right to curtail or to extend the validity of the contract on the same rates and terms and conditions for such period as may be mutually agreed to between the Principal Employer and the Contractor.

7.6. BID SECURITY:-

7.6.1. The contractor shall deposit Bid Security (Earnest Money Deposit) for an amount of **Rs. 7,54,000.00/- (Rupees Seven Lakh Fifty Four Thousand Only)** in the form of an Account Payee DD/PO or a Fixed Deposit Receipt from a bank from a bank in favour of **Morarji Desai National Institute of Yoga** along with the technical bid. The Bid Security will remain valid for a period of 60 days beyond the final bid's validity period.

7.6.2. Any Tender not accompanied by Bid Security shall be summarily rejected.

7.6.3. Bid securities of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid's validity and latest on or before the 30th day after the award of the contract.

7.6.4 Bid Security shall be forfeited if the bidder withdraws his bid during the period of Tender validity.

7.6.5. Bid Security shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by the Institute.

7.7. Format and Signing of Bid

7.7.1. The bidder shall submit one copy of the Tender document and addenda, if any, thereto, with each page of this document signed and stamped to confirm the acceptance of the terms and conditions of the tender by the bidder.

7.7.2. The documents comprising the bid shall be typed or written in indelible ink and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid.

7.7.3. The bid shall contain no alterations, omissions or additions except those to comply with instruction issued by the Institute, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/signed and dated by the person or persons signing the bid.

8. Submission of Tenders

8.1.1. Self-attested copies of all the required documents as specified in the Tender Document (Annexure-XI and otherwise as required along with the Technical Bid) and original A/cs Payee DD/P.O/FDR for EMD (Bid security) from a Commercial Bank or Bank Guarantee from a Bank in an acceptable form, in favour of Morarji Desai National Institute of Yoga, with validity of not less than 60 DAYS beyond the validity period of tender;

Cost of the Tender Document (as applicable) as well as attested copies of all other documents shall be deposited in the box placed in Admn. Block, MDNIY, First Floor, 68, Ashoka Road, New Delhi-110001;

The last date for submission of the same is 28.09.2018 up to 11.00 A.M.,

The Technical bids will be opened on 28.09.2018 at 11.30 A.M. in the Admn. Block by the Tender Committee constituted for this purpose in the presence of tenderers or their authorized representatives, who must remain present.

The financial bids of only those Contractors/Agencies who qualify in Technical bids shall be opened on 01.10.2018 at 03.00 P.M. in the Admin. Block by the Tender Committee constituted for this purpose in the presence of tenderers or their authorized representatives, who must remain present.

The EMD, Technical bid and Financial bid should be kept in three separate sealed envelopes clearly marked on the envelope. The two bids –Technical & Financial- should be kept in single common sealed envelope and EMD in a separate envelope stating Name of the firm & “Bid for providing manpower in MDNIY.

Bid Securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

The rate as decided by the Institute amendable from time to time & other statutory provisions like ESI etc. are depicted in the Schedule of Rates and only **Service Charges (Contractor's profit & OH charges)** are to be filled up by the Contractor (only in percentage) (in terms of % of total monthly remuneration bill excluding mandatory charges.

8.1.2. The sealed cover of Technical Bid should consist of the documents as per Annexure-X/XI

8.1.3. All the sealed covers shall be addressed to the Director, MDNIY and shall be dropped in the Tender Box which is available in Admn. Block, First Floor, 68, Ashok Road, New Delhi-110001.



- 8.1.4. The tender shall remain valid and open for acceptance for a period of 180 days from the last date of submission of tender.

Designation of the Authorized Officer : Director

Address of the Department : MDNIY, 68, Ashok Road, New Delhi-1

8.2 Late and Delayed Tenders:-

- 8.2.1. Bids must be received in the Institute at the address specified above not later than the date and time stipulated in the NIT. The Institute may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of the Institute and the Bidder will be the same.

- 8.2.2 Any bid received by the Institute after the deadline for submission of bids, as stipulated above, shall not be considered.

9.1 Bid Opening and Evaluation:-

- 9.1.1. The authorized representatives of the Institute will open the Technical and Financial Bids in the presence of the Bidders or of their representatives who choose to attend at the appointed place and time.

- 9.1.2. The bid of any bidder who has not complied with one or more of the conditions will be summarily rejected.

- 9.1.3. Conditional bids will also be summarily rejected.

- 9.1.4 Financial bids of only the technically qualified bidders will be opened for evaluation in the presence of qualified bidders or of their representatives who choose to attend at the appointed place and time.

9.2 Right to accept any Bid and to reject any or all Bids:-

- 9.2.1. MDNIY, is not bound to accept the lowest or any bid and may at any time by notice in writing to the bidders terminate the tendering process. The bidders are advised not to quote the rates which are not justifiable according to scope of work which tantamount to rejection of bid.

- 9.2.2. MDNIY, may terminate the contract if it is found that the agency is black listed on previous occasions by MDNIY or any of the Departments/Institutions/Local Bodies/Municipalities/Public Sector Undertakings, etc.

- 9.2.3. MDNIY, may reject the Bid in the event that the Bid is accepted but the successful bidder fails to furnish the Performance Security or fails to execute the contract agreement within time frame as stipulated in the document.

- 9.2.4 All the bid shall be in Indian rupees and Bid with "Nil Charges"/consideration will be treated as unresponsive and will not be considered.

10.1 Award of Contract:-

- 10.1.1. MDNIY, will award the contract to the successful evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the bidding document.

- 10.1.2. MDNIY, will communicate the successful bidder by Registered post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Offer")

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shall prescribe the amount which Institute will pay to the contractor in consideration of the execution of work/services by the contractor as prescribed in the contract.

10.1.3. The successful bidder will be required to execute a contract agreement in the form specified in **Annexure- VII** within a period of 30 days from the date of issue of Letter of Offer.

10.1.4. The successful bidder shall be required to furnish a Performance Security within 15 days of receipt of 'Letter of Offer' for **an amount five per cent of the total value of the contract) in the form of an Account Payee DD/PO OR a Fixed Deposit Receipt from a commercial bank (Annexure-VI)** in favour of **Morarji Desai National Institute of Yoga**. The Performance Security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the contractor accordingly.

10.1.5. Failure of the successful bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and forfeiture of Bid Security.

11. **The requirement of manpower can be increased or decreased at any stage depending upon the actual requirement of MDNIY.**

11a The Institute may seek manpower of different designations with varied qualification and experience as per requirement of the Institute from time to time.

11b The qualification & experience may be changed/vary at any stage as may be decided by the MDNIY.

11c The remuneration as indicated against each category in the Annexure-VIII may be increased or decreased at any stage as may be decided by MDNIY.

12 The contractor shall provide a non- judicial stamp paper of Rs.100/- for preparing a Contract Agreement.

13 The contractor shall comply with the legal requirement for obtaining License under Contract Labour (R&A) Act, 1970.

14 The agency staff shall be available all the time as per their duty roster and they shall not leave their place of duty without prior permission of the supervisory Head of the Branch/Officer concerned of his place of duty.

15. The agency shall be responsible to provide immediate replacement to take place of any manpower, who is not available for duty at the place of posting and such other additional staff as may be required for additional duty for which prior intimation will be given, failing which the suitable replacement shall be arranged by the Institute itself which the Contractor will have to take on its strength.

16. The agency staff shall work under the overall supervision and direction of the Institute's administration.

17. The agency shall also be responsible for compliance of all relevant provision of labour laws including payment of remuneration and to provide all the benefits viz. P.F., ESI etc. to eligible manpower engaged by the contractor. The said manpower is not entitled to any type of bonus, as the bonus act is not applicable in the Educational Institute.

18. The department shall have the right to ask for the removal of any person of the agency, who is not found to be competent and orderly in the discharge of his/ her duties.

19. The Agency staff shall carry out such other duties as are entrusted to them from time to time.

20. Age eligibility for, Office Assistant, MTA and Stenographer:-


- (i) Minimum Age 18 years.
- (ii) Should not be more than 30 years of age on the date of fresh engagement.
- (iii) Can be relaxed upto 35 years for those having minimum experience of one year with Central Government or its organisations.
- (iv) Maximum 60 years for those who are already working in MDNIY/Ministry of AYUSH and/or are to be re-engaged by new outsourcing agency, in the MDNIY/Ministry of AYUSH.

For other positions, the agency shall provide manpower whose minimum age shall be 18 years and maximum 50 years having sound health and sufficient experience in the related field or as per the guidelines issued by the Institute from time to time.

- 21. The manpower deployed through outsourcing agencies is entitled for the leave under Shop and Estt. Act.
- 22. The agency shall not engage any sub-contractor or transfer the contract to any other person in any manner.
- 23. The tenders not conforming to these requirement will be rejected and no correspondence there of shall be entertained whatsoever.
- 24. Performance Evaluation:-
 - (a) The quality assurance of providing manpower should be ensured regularly or (Daily, weekly, fortnightly or monthly depending upon the discretion of the Principal Employer or any officer duty authorized by him) on the basis of periodical reports furnished by the contractor.
 - (b) The Contractor and all his staff deployed for providing manpower work will work under the supervision of the Principal Employer.
 - (c) Appropriate records in reference to above shall be maintained by the Contractor at his own cost.
- 25. The Contractor shall have to provide any additional personnel for allocating any additional duty arising out as per the circumstances directed by the Principal Employer or any Officer authorized by him in addition to those duties /personnel covered in this contract with the same amount of the contract.
- 26. Antecedents of the staff as deployed shall be got verified from the Delhi Police at agency's cost and the photocopies of the related documents verifying the antecedents shall be submitted to the MDNIY while deputing the said staff for duty (within two months' time).
- 27. The staff engaged through the contractor shall not have any right to claim regularization of services either in MDNIY or the Institute/Hospital where they are deployed.

Signature of the Authorized Signatory

(Designation)



MORARJI DESAI NATIONAL INSTITUTE OF YOGA
68, Ashok Road, New Delhi – 110 001

TERMS AND CONDITIONS FOR PROVIDING MANPOWER

TERMS AND CONDITIONS

1. MDNIY reserves the right to cancel the contract agreement or to withhold the payment in the event of non-commencement or unsatisfactory performance of the work contract. In such eventuality Principal Employer further reserves the right to get the work done from open market or through some other agencies. Contractor will be black listed in the department for participating in such type of tender & his performance security deposit shall also be forfeited.
2. Any person who is in Government Service or an employee of the Institute should not be made a partner to the contract by the contractor directly or indirectly in any manner whatsoever.
3. In every case in which by virtue of the provision of the workman's compensation Act, the Government of India/Government of Delhi is obliged to pay compensation to such person employed by the contractor in execution of the work; the Institute will be entitled to recover from the contractor the amount of compensation so paid.
4. The Contractor shall indemnify the Institute against all other damages/charges and expenses for which the Institute may be held liable or pay on account of the negligence of the contractor or his manpower or any person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demands thereof.
5. **The contract shall be awarded initially for a period of One year and may be extended for another two years subject to satisfactory performance of the contractor. However, the institute reserves the right to curtail or to extend the validity of the contract on the same rates and terms and conditions for such period as may be mutually agreed to between the Principal Employer and the Contractor.**
6. The Principal Employer reserves the right to terminate the contract without assigning any reason, then, the contract shall come to an end without prejudice for any right of remedy that may be accused to other party by reason of any incident which of any terms thereof such notice may be signed on behalf of President of India/ Director, MDNIY by any of the officers.
7. If any information furnished by contractor is found to be incorrect at any time, the contract is liable to be terminated without any notice and the performance security deposit is liable to be forfeited by the Principal Employer.
9. In case the Contractor fails to commence/execute the work as stipulated in the agreement or there is a breach of any term and condition of the contract, Institute reserves the right to impose the penalty as detailed below:-
 - a. 2% of cost of order/agreement per week, up to 4 weeks delays.



- b. After 4 weeks delay Principal Employer reserves the right to cancel the contract and withhold the agreement and get this job carried out through other agencies. The defaulting contractor will be black listed as per clause stated in (1) above and difference if any, will be recovered from the contractor.
- c. The performance security deposited by the contractor shall be forfeited.
10. The individual signing the quotation form or any document forming part of the contract on behalf of another or on behalf of a partnership firm, consortium or a joint venture shall be responsible to produce a proper power of attorney duly executed in his favour stating that he has authority to bind other such person or the firms as the case may be in all matters pertaining to the contract including the arbitration clauses. If subsequently the person so signing fails to provide the said Power of Attorney within a reasonable time not exceeding 15 days the Institute may, without prejudice to other civil and criminal remedies cancel the contract and hold the signatory liable to all costs and damages. In case any person signing the agreement on behalf of a partnership firm, consortium or a joint venture he will produce letter of authority/resolution passed by the company empowering him to sign the agreement on behalf a partnership firm, consortium or a joint venture
11. The contractor has to maintain all the relevant records, registers and documents as required by the Labour Department, Regional Provident Fund Commission and Employees State Insurance corporation or other local bodies as per the existing rules or as amended from time to time.
12. In case of any violation of statutory provision under labour laws/Income Tax or GST on behalf of the contractor there will not be any liability on Principal Employer.
13. In the event of any dispute arising out in connection with the interpretation of any clause in the terms and conditions of the contract, agreement, or otherwise the matter shall be referred to the Court. Courts at Delhi/New Delhi shall have jurisdiction in connection with any dispute/litigation arising out of this contract.
14. The contractor shall seek instructions from Pr. Employer or other officer authorized by him for the purpose hereinafter referred to as Authorized Officer.
15. The contractor shall be responsible for providing manpower in the premises of the Institute/in its subordinate institute/ centre or as per the requirement of the Institute from time to time and/or as per requirement as laid down in the agreement.
16. The contractor and his/her manpower shall ensure good behavior with all the staff in the Institute as well as with the visitors to the Institute and also the place where they are deployed. They shall abstain from taking part in any staff union and association activities.
17. The Institute shall not be liable to provide any residential accommodation to the manpower.
18. The manpower shall be bound to observe all the instructions issued by the Institute concerning general discipline and behavior. In case, any person employed by the contractor is inefficient, quarrelsome, infirm, and invalid or indulges in an unlawful activity or the like, the contractor shall replace such person with a suitable substitute.
19. The contractor shall comply with all the statutory provisions (as applicable) as laid down under various Labour Laws/Acts/Rules like Minimum Wages, Provident Funds, ESI Delhi Shops and Establishment Act, Bonus, Gratuity, Contract Labour Act and other Labour Laws/Acts in additions to the provision that contractor shall comply with all legal requirement for obtaining license under the Contract Labour (R&A) Act, 1970 as amended from time to time at its own cost. In case of violation of such statutory provisions under Labour Law by the contractor, there will not be any liability on Principal Employer and the contract will be liable for termination.
20. The Institute shall not be responsible financially or otherwise for any injury to the manpower in the course of performing the office functions.

21. The contractor shall not be permitted to transfer their rights and obligations under the contract to any other organization or otherwise.
22. In case the contractor wants to terminate the contract, he shall have to give three months notice in advance in this effect.
23. In case of breach of any of the terms of agreement, the performance security deposits of the contractor are liable to be forfeited. Any sum of money due payable to the contractor including the security deposits refundable to him under the contract, can be appropriated by the principal employer against any amount which the contractor may owe to the Institute.
24. Any other provision as advised by the principal employer shall be incorporated in the agreement. The same shall also be binding on the contractor.
25. None of the employees of the Contractor shall enter into any kind of private work at the different campuses of the Institute during working hours or otherwise, failing which penalty as stipulated in clause 8 (a) of Annexure II shall be imposed, without giving any notice. The amount of penalty shall be deposited by the contractor immediately with DDO of the MDNIY, New Delhi or will be deducted from the monthly bills.
26. The Contractor shall maintain complaint Book which will be made available to the supervisory staff of the Institute.
27. The Contractor/Agency shall have a proper office/Branch office in Delhi and NCR.
28. That the appropriate deployment of the manpower shall be ensured by the contractor as per the requirement specified by the Director, MDNIY or an officer authorized by him.
29. If any complaint of misbehavior and misconduct by the manpower comes into the knowledge of the Principal Employer then all such responsibility shall be of the contractor. In case of any loss due to negligence or mishandling by the manpower, the contractor shall make good for the losses so suffered by the Institute. Only physically fit personnel shall be deployed for duty by the contractor and contractor will ensure that his personnel shall not take part in any staff union and association.
30. That the attendance and other relevant records shall be kept by the contractor at his own cost and produced by him on demand to the Principal Employer or any officer deputed for this purpose by the Principal Employer.
31. That the contractor shall obtain a license under Contract Labour (R&A) Act, 1970 and also submit a copy of such license duly attested in the Institute prior to furnishing the tender/contract. Moreover, he shall abide by all the necessary provisions of various Labour Laws/Acts viz. ESI/Bonus, Contract Labour, Workmen's Compensation and any other laws and rules applicable to him in this regard.
32. That the contractor, himself, will be responsible /liable for any type of statutory/mandatory claims or penalties in light of the default with reference to the above provisions.
33. That in case any person engaged by the contractor, found to be inefficient, quarrelsome, infirm, invalid or found indulging in unlawful or union activities, the contractor shall replace such person with a suitable substitute at the direction of the Institute.
34. That the contractor shall not, at any stage, cause or permit any sort of nuisance in the premises of the Institute or do anything which may cause unnecessary disturbance or inconvenience to others working there as well as to the general public in the Institute.

35. Prior information should be given in writing for any manpower engaged who is directly or indirectly related to any employee of the Institute.
36. That the contractor for providing manpower shall ensure the following :-
- That its staff does not smoke at the place of work.
 - That any specific duty assigned to it by the Principal Employer or any officer authorized by him is carried out by him diligently and well in time.
 - That the salary shall be distributed in full as settled between the contractor and the Principal Employer directly in the bank account of each manpower and a certificate may also be furnished to this effect to the Principal Employer.
37. The Agency shall submit the copies of separate challans(as applicable) along with the list of manpower engaged by the contractor in the Institute, viz., ESI and PF and GST exclusively in respect of the manpower deployed in MDNIY and shall produce such challans in original for verification at the time of release of payment to it. The contractor shall abide by and comply with all the relevant laws and statutory requirement covered under Labour Act, Minimum wages and (Contract Labour Regulation & Abolition Act 1970), as amended from time to time EPF etc. with regard to the personnel engaged by him for providing manpower. The Contractor shall also be directed to submit the copy of monthly challan for amount of EPF deposited by him in r/o manpower engaged in MDNIY separately along with monthly Return i.e Form 5, Form 10 , Form 12A individual wise details and salary sheet(if applicable).

As far as EPF(as applicable) is concerned, it shall be the duty of the Contractor to get PF code number allotted by RPFC against which the PF subscription, deducted from the payment of the personnel engaged and equal employer's amount of contribution should be deposited with the respective PF authorities within seven days of close of every month. Giving particulars of the employees engaged for providing manpower is required to be submitted to the Institute within 30 days of start of contract. In any eventuality, if the contractor failed to remit employee/employer's contribution towards PF subscription etc. within the stipulated time, the Department is entitled to recover the equal amount from any money due or accrue to the contractor under this agreement or any other contract and will be deposited with RPFC on behalf of the contractor. The contractor shall arrange to get the ESI cards made in new digital format in respect of manpower of the Institute within one month of start of contract. The Contractor shall immediately submit the copies of all returns duly attested by concerned office with regard to EPF/ESI Act & GST. The Contractor shall make available his books of accounts/documents for verification in respect to deductions on accounts of EPF/ESI & GST etc. for Institute's manpower.

The Contractor or his authorized representative shall collect the attendance duly verified by the concerned HODs/Section in-charge at MDNIY. Thereafter, the attendance sheets in original along with the attendance summary sheet, attendance chart and bill shall be submitted by the Contractor latest by the 5th of every month to the Administrative Officer for verification and processing the bill.

38. On receipt of attendance from MDNIY, payments to all the manpower shall have to be made by ECS /Cheque within 7 days by the contractor. The firm is required to make payment to manpower for two consecutive months and simultaneously submit the bill to MDNIY for reimbursement. Notwithstanding any situation in which MDNIY due to administrative reasons does not release payment by the stipulated date, the contractor should make payment to the manpower as per said schedule i.e. within 7 days of receipt of attendance from MDNIY through failing which a penalty of Rs. 500/- per day will be imposed by the Institute. No part payment to the manpower shall be accepted by the institute.
39. The bills must accompanied by ECR Challan of Provident Fund, ESI Challan and GST Challan if applicable.

40. The Firm is required to submit the EPF, ESI and GST return at the end of the year or half year or the case may be.
41. If the any of the above documents missing due to any reason the payment of bills can't be processed.
42. Identity cards will be issued by the contractor to all the manpower indicating name of manpower and name of the firm only, without any financial cost to the Institute. These Identity cards shall be prominently displayed on the dress by them.
43. **Force Majeure:-**
If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.
44. The contractor shall deploy personnel only after obtaining the approval of the Institute duly submitting curriculum vitae (CV) of these personnel, the Institute shall be informed at least one week in advance and contractor shall be required to obtain the Institute's approval for all such changes along with their CVs.
45. "NOTICE TO PROCEED" means the notice issued by the Institute to the contractor communicating the date on which the work/services under the contract are to be commenced.
46. If the contractor is a joint venture/consortium/group/partnership of two or more persons, all such persons shall be jointly and severally liable to the Institute for the fulfillment of the terms of the contract. Such persons shall designate one of them to act as leader with authority to sign. The joint venture/consortium/group/partnership shall not be altered without the approval of the Institute.
47. The contract period shall be **One year** from the date of the commencement (as mentioned in Notice to Proceed) extendable for maximum two more years, on year to year basis, subject to satisfactory services of the firm, on the same terms and conditions.
48. During the course of contract, if any of contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the Department, or any case of insubordination/misbehavior, he/she shall be immediately replaced and MDNIY shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Security.
49. **Confidentiality of data and documents:**
- i. The incumbent will maintain absolute confidentiality and secrecy of the information handled by him. The secrecy and confidentiality are to be maintained even after the termination of the engagement.
 - ii. The incumbent shall be bound to hand-over the entire set of records of assignment to the Department before the expiry of the term.
 - iii. The incumbent would be required to sign a non-disclosure undertaking as per annex.
50. In the event of default being made in the payment of any money in respect of remuneration of any person deployed by the contractor for carrying out of this contract and if a claim therefore is filed in the office of the Labour Authorities and proof thereof is furnished to the satisfaction of the Labour Authorities, the Institute may, failing payment of the said money by the contractor, make

payment of such claim on behalf of the contractor to the said Labour Authorities and any sums so paid shall be recoverable by the Institute from the contractor.

51. If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Institute, such money shall be deemed to be payable by the contractor to the Institute within seven days. The Institute shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
52. The list of staff to be deployed shall be made available to the Institute and if any change is required on part of the Institute fresh list of staff shall be made available by the contractor .
53. The contractor shall indemnify and hold the Institute harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
54. The bidder should be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act 1970 or Delhi Works Contract Act. (Wherever applicable).
55. The Institute shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The Institute does not recognize any employee-employer relationship with any of the manpower of the contractor.
56. If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have done by the agency under the tender, it shall be recovered by the Institute from the contractor.
57. If any underpayment is discovered, the amount shall be duly paid to the contractor by the Institute.
58. The contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Institute.
59. The contractor will have to deposit the proof of depositing employee's contribution towards PF/ESI/GST etc. of each employee every month (duly attested by concerned departments) while submitting his bill for payment.
60. The contractor shall disburse the remuneration to its staff deployed in the Institute every month through ECS or by Account Payee Cheque in the presence of representative of the Institute.
61. MDNIY may terminate the contract in case the Terms & conditions of the contract are violated by the contractor. In such case the security deposit shall be forfeited absolutely.
62. The antecedents of the staff s deployed by the agency shall be got verified from the Delhi Police at agency's cost and the photocopies of the related documents verifying the antecedents shall be submitted to the MDNIY while deputing the said staff for duty.

OBLIGATION OF THE CONTRACTOR:-

63. The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.
64. The Department will deduct Tax at source (TDS) under Section 194-C of Income Tax Act from the contractor at the prevailing rates of such sum as income tax on the income comprised therein.
65. **Dispute Resolution:-**

66. Any dispute and or difference arising out of or relating to this contract will be resolved through joint discussion of the authorities' representatives of the concerned parties. However, if the disputes are not resolved by joint discussions, then all the disputes will be referred for adjudication to the Court.

67. **JURISDICTION OF COURT:-**

68. The courts at Delhi/New Delhi shall have the exclusive jurisdiction to try all disputes, if any, arising out of this agreement between the parties.

69. **LAST PAYMENT**

70. The last payment of the Company will be cleared only after ascertaining clearance of all liabilities pending with the Company.

Witness

Pr. Employer

Name _____

Address _____

(DIRECTOR)

For and on behalf of GC, MDNIY.

Witness

M/s _____

Name _____

Name & Address

Address _____



MORARJI DESAI NATIONAL INSTITUTE OF YOGA
68, Ashok Road, New Delhi – 110 001

TENDER FORM FOR PROVIDING MANPOWER

1. Cost of tender : Rs. 1,000/-

Affix duly
Attested
Passport
Size recent
photograph of
the prospective
bidder.

2. Due date for submission of tender _____

3. Opening time and date of tender _____

4. Names, address of firm/Agency
and Telephone numbers. _____

5. Registration No. of the Firm/Agency. _____

6. Name, Designation, Address and
Telephone No. of Authorized person
of Firm/Agency to deal with. _____

7. Please specify as to whether Tenderer
is sole proprietor/Partnership firm.
Name and Address and Telephone No.
of Directors/partners should specified. _____

8. Copy of PAN card issued by Income
Tax Department and copy of previous
three Financial Year's Income Tax
Return. _____

9. Copy of TAN card issued by Income
Tax Department _____

10. Provident Fund Account No. _____

11. ESI Number _____

12. License number under Contract
Labour (R&A) Act, if any. _____

13. GST Regd. No. _____

14. Details of Bid Security deposited: _____

(a) Amount : _____ Rs. _____
(Rupees in words also)

[Handwritten signatures]

(b) FDR No. or DD/PO No. _____ in favour of _____.

(c) Date of issue: _____

(d) Name of issuing authority: _____

15. Financial turnover of the tendering Company/Firm/Agency for the last 5 Financial Years:

(Attach separate sheet if space provided is insufficient)

Financial year	Amount (Rs in lakhs)	Remarks , if any
2015-16		
2016-17		
2017-18		

16. Give details of the major similar contracts handled by the tendering Company/Firm /Agency on behalf of PSU or Government Department during the last three years in the following format. Attested copies of work orders may also be attached (please see Annexure XIV for furnishing detail information).

S. No.	Details of client along with address, telephone and Fax numbers	Amount Contract (Rs. in Lakhs)	No. of employees engaged	Duration of Contract	
1.					
2.					
3.					

17. Any other information:

18. Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves abide by them.

(Signature of the bidder)
Name and Address
(with seal)

(ON A STAMP PAPER OF Rs.100/-)

UNDERTAKING

To

(Designation and Name of the concerned Department)

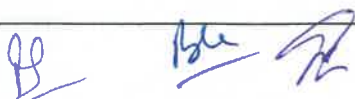
Name of the firm/Agency _____

Name of the tender _____ Due date: _____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We abide by the provisions of Minimum Wages Act, Contract Labour Act and other statutory provisions like EPF, ESI Bonus, Gratuity, Leave, Relieving Charges, Uniform and Allowance thereof and any other charges applicable from time to time. I/We will pay the remuneration to the personnel deployed as per this agreement as amended by the MDNIY from time to time and shall be fully responsible for any violation.
4. I/We do hereby undertake that neat and clean environment of the Department shall be ensured by our Agency, as well as any other point considered by our Agency. Our agency shall be covered under "Fidelity Bond" through Insurance Agency for minimum sum of Rs. _____ Lakhs (Rupees in words). The Insurance charges for Fidelity Bond shall be paid by me/us. The loss on account of theft, if any, shall be recoverable from me/us through fidelity bond.

(Signature of the Bidder)
Name and Address of the Bidder.
Telephone No.



FORM OF BANK GUARANTEE FOR BID SECURITY
(To be stamped in accordance with Stamps Act of India)

KNOW ALL MEN by these present that we _____ (Name and address of Bank), having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ (Name of the Department) (hereinafter called "the Department") in sum of Rs. _____ for which payment will and truly to be made to the said Employer, the Bank binds himself, his successors and assigns by these presents.

WHEREAS _____ (Name of Bidder) (hereinafter called "the Bidder") has submitted his bid dated _____ for providing manpower (hereinafter called "the Bid").

WHEREAS the Bidder is required to furnish a Bank Guarantee for the sum of Rs. _____ (Amount in figures and words) as Bid Security against the Bidder's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have at the request of the Bidder, agreed to give this guarantee as hereinafter contained.

WE further agree as follows:-

1. That the Institute may without affecting this guarantee grant time of other to or indulgence to or negotiate further with the Bidder in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Bidder.
2. That the guarantee herein before contained shall not be affected by any change in constitution of our Bank or in the constitution of the Bidder.
3. That this guarantee commences from the date hereof and shall remain in force till:-
 - (a) The Bidder, in case the bid is accepted by the Department, executes a formal agreement after furnishing the Performance Guarantee of a scheduled commercial Bank based in India.
 - (b) Forty five days after the date of validity or the extended date of validity of the Tender, as the case may be, whichever is later.
4. That the expression "the Bidder" and "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assignees.

THE CONDITIONS of this obligation are:

- (i) If the Bidder withdraws his bid during the period of Tender validity specified in the Form of Tender; or
- (ii) If the Bidder refuses to accept the corrections of errors in his bid; or
- (iii) If the Bidder having been notified of the acceptance of his bid by the Employer during the period of tender validity and (a) fails or refuses to furnish them Performance Guarantee and/or (b) fails or refuses to enter into a contract within the time limit specified in para 10.1.3 of the NIT.

- (iv) If the tender is terminated on the allegation of production of false/forged documents for obtaining the contract.
- (v) If the contract is terminated for the reason that the agency is blacklisted in Government of NCT of Delhi or in any other State Governments/Union Government/Public Sector

WE undertake to pay to the Institute up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed (i), (ii), (iii)(a), (iii)(b), (iv) or (v) mentioned above, specifying the occurred condition or conditions.

Signature of Witness

Name of Witness
Address of Witness

Signature of Authorized Official of the Bank

Name of Official _____

Designation _____

ID No. _____

(Stamp/Seal of Bank)

FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(Refer Clause 10.1.4 of the NIT)

(To be stamped in accordance with Stamps Act of India)

1. THIS DEED of Guarantee made this day of _____ between
 _____ (Name of the Bank) (hereinafter called the "Bank") of the one part and
 _____ (Name of the Department) (hereinafter called the "Department") of
 the other part.

2. WHEREAS _____ (Name of the Institute) has awarded the contract for
 providing manpower contract for Rs. _____ (Rupees in figures and words)
 (hereinafter called the "contract") to M/s _____ (Name of the contractor)
 (hereinafter called the "contractor").

3. AND WHEREAS THE Contractor is bound by the said Contract to submit to the Institute a
 Performance Security for a total amount of Rs. _____ (Amount in figures and
 words).

4. NOW WE the Undersigned _____ (Name of the Bank) being fully
 authorized to sign and to incur obligations for and on behalf of and in the name of
 _____ (Full name of Bank), hereby declare that the said Bank will guarantee the
 Department the full amount of Rs. _____ (Amount in figures and words) as
 stated above.

5. After the Contractor has signed the aforementioned contract with the Institute, the Bank is engaged
 to pay the Institute, any amount up to and inclusive of the aforementioned full amount upon written
 order from the Institute to indemnify the Institute for any liability of damage resulting from any
 defects or shortcomings of the Contractor or the debts he may have incurred to any parties involved
 in the Works under the Contract mentioned above, whether these defects or shortcomings or debts
 are actual or estimated or expected. The Bank will deliver the money required by the Institute
 immediately on demand without delay without reference to the Contractor and without the necessity
 of a previous notice or of judicial or administrative procedures and without it being necessary to
 prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the
 Contractor. The Bank shall pay to the Department any money so demanded notwithstanding any
 dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court,
 Tribunal or Arbitrator(s) relating thereto and the liability under this guarantee shall be absolute and
 unequivocal.

6. THIS GUARANTEE is valid for a period of _____ months from the date of signing. (The initial
 period for which this Guarantee will be valid must be for at least six months longer than the
 anticipated expiry date of the Contract period).

7. At any time during the period in which this Guarantee is still valid, if the Department agrees to
 grant a time of extension to the contractor or if the contractor fails to complete the works within the
 time of completion as stated in the contract, or fails to discharge himself of the liability or damages
 or debts as stated under para-5 above, it is understood that the Bank will extend this Guarantee under
 the same conditions for the required time on demand by the Department and at the cost of the
 contractor.

8. The Guarantee hereinbefore contained shall not be affected by any change in the Constitution of
 the Bank or of the contractor.

9. The neglect or forbearance of the Department in enforcement of payment of any moneys, the payment whereof is intended to be hereby secured or the giving of time by the Department for the payment hereof shall in no way relieve the Bank of their liability under this deed.

10. The expressions "the Department", "the Bank" and "the Contractor" hereinbefore used shall include their respective successors and assigns.

IN WITNESS whereof I/We of the bank have signed and sealed this guarantee on the _____ day of _____ (Month) _____ (year) being herewith duly authorized.

For and on behalf of
the _____ Bank.

Signature of authorized Bank official

Name _____

Designation _____

I.D. No. _____

Stamp/Seal of the Bank.

Signed, sealed and delivered for and on behalf of the Bank by the above named
_____ in the presence of:

Witness-1.

Signature _____

Name _____

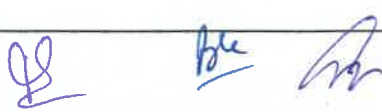
Address _____

Witness-2.

Signature _____

Name _____

Address _____



MORARJI DESAI NATIONAL INSTITUTE OF YOGA
68, Ashok Road, New Delhi – 110 001

(Refer Clause 10.1.3 of the NIT)

FORM OF AGREEMENT

THIS AGREEMENT is made on the ____ day ____ (Month) ____ (Year) Between the Director, Morarji Desai National Institute of Yoga, 68, Ashok Road, New Delhi – 110 001 (Name and address of the Department) hereinafter called "the Institute", which expression shall, unless excluded by or repugnant to the context, be deemed to include its successor in office and assigns of the one part AND _____ (Name and address of the contractor) through Shri _____, the authorized representative (hereinafter called "the contractor") (which expression shall, unless excluded by or repugnant to the context, be deemed to include its/their heirs, successors, executors, administrators, representatives and assigns) of the other part. Under which the contractor shall provide uniformed and trained personnel and will use its best endeavours to provide manpower to the Morarji Desai National Institute of Yoga (Name of the Department) for providing a neat and clean environment to the Institute.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Letter of acceptance of award of contract;
 - b. Terms and Conditions;
 - c. Notice inviting Tender;
 - d. Bill of Quantities;
 - e. Scope of work;
 - f. Addendums, if any;
 - g. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Institute to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the employer to execute and the providing of manpower w.e.f _____ as per the provisions of this Agreement and the tender documents.
4. The Institute hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per the provisions of this Agreement and the tender documents, the contract price of Rs. _____ (_____ Rupees in words). **The Statutory deductions (if applicable) and Service Charges shall be paid as per Financial Bid. GST (as applicable) shall be paid from time to time.**
5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor
Signature of the authorized official

For and on behalf of the President of
India
Signature of the authorized Officer

Name of the official
Stamp/Seal of the Contractor

Name of the Officer
Stamp/Seal of the Employer

By the said _____ Name
on behalf of the Contractor in
the presence of:

By the said _____ Name
on behalf of the Employer in
the presence of:

Witness _____

Witness _____

Name _____

Name _____

Address _____

Address _____

Telephone No: _____

Telephone No: _____



Annexure-VIII**Financial Bid of Tender for providing Manpower in MDNIY-(2018)**

Sr. No.	Category	Minimum Rate of wages (Monthly basis)*	Persons required	Amount of one month	Amount of one year
1	Research Officer/Naturopathy Yoga Doctor (Yoga)	Rs.50,000/-	9	50000 x 9 = 4,50,000	54,00,000
2.	Yoga Therapist/ARO (Yoga) Full time	Rs.38,000/-	12	38000 x 12 = 4,56,000	54,72,000
3.	Yoga Therapist/ARO (Yoga) Part time	Rs. 24,000/-	10	24000 x 10 = 2,40,000	28,80,000
4.	Yoga Instructor (Full time)	Rs.32,000/-	32	32000 x 32 = 10,24,000	1,22,88,000
5.	Yoga Instructor (Part time)	Rs. 20,000/-	20	20000 x 20 = 400000	48,00,000
6.	Stenographer	Rs.24,000/-	03	24,000 x 3 = 72,000	8,64,000
7.	Office Assistant	Rs.20,000/-	10	20,000 x 10 = 2,00,000	24,00,000
8.	Multi-tasking Assistant (MTA)	Rs.16,000/-	10	16,000 x 10 = 160000	19,20,000
9.	Gardener	Rs.16,000/-	02	16,000 x 2 = 32000	3,84,000
10.	Mali	Rs. 15,000	02	15,000 x 2 = 30000	3,60,000
				TOTAL	3,67,68,000
	Mandatory charges on account of ESI - 4.75%. (for contractual employee drawing total remuneration up to Rs.21,000/-) only at Sl no 7, 8, 9 and 10*.				2,40,540
	Mandatory charges on account of EPF -13.61% at Sl no 7, 8, 9 and 10*.				6,89,210.4
				Total (A)	3,76,97,750.4
	GST @ 18% Total (B)	(As applicable from time to time)			
	Grand Total (A+B)				
	Service charges to be claimed/quoted by the Agency in percentage of (A) above				-----

*As per Government norm applicable from time to time.

Service charges (Contractor's profit & O H charges) IN PERCENTAGE ONLY- (in figures)-----

(in words) _____ in terms of percentage of total monthly remuneration ('A' above) bill excluding mandatory charges.

*** The remuneration indicated are subject to variation (increase or decrease) and approval of competent Authority of MDNIY.**

Remuneration for manpower deployed will be governed by the rules & regulations and as per the rates decided by the Institute for the above manpower from time to time. The rates will be quoted in percentage basis only in respect of supervisory charges (Contractor's profit & O H charges) desired to be quoted by the agency. **This remuneration may be revised by the Institute from time to time.** The payment of remuneration to the manpower will be made by the contractor in the presence of the representative of the Institute. Certificate to this effect will also be issued by the representative of the Institute that the amount has properly been distributed to the manpower in accordance with the bill/acquaintance roll. The agency has to submit the certificate as under: "It is certified that the manpower deployed at MDNIY, New Delhi have been disbursed monthly remuneration after complying & fulfilling all the statutory obligation/ provisions". This will be supplemented along with the next month's raised bill for remuneration by the contractor.

Witness

Name _____

Address _____

Witness

Name _____
(Contractor)

M/s _____

Address _____

PR. Employer

(DIRECTOR)
For and on behalf of GC, MDNIY
Delhi/New Delhi.

Name & Address



QUALIFICATIONS REQUIRED FOR MANPOWER IN MDNIY

The Contractor shall provide trained manpower i.e. Associate Professors, Assistant Professors, Assistant Research Officers, Yoga Instructors, Yoga Therapists, Deputy Director (Admin), Consultants (Admin.)/Establishment, Stenographers, Data Entry Operators, MTS etc. with the prescribed qualification mentioned in the succeeding para at the Headquarter and other locations of the Institute in Delhi and New Delhi.

S. No	Name of the Post	Essential Qualification	Experience	Desirable	Maximum Remuneration in Rs. (pm)
1.	Research Officer/Naturology Yoga Doctor (Yoga)#	<p>Nine (09)</p> <p>Preferably not exceeding 35 years**</p> <p>A BNYS Graduate from a recognized University with min. 55% of marks OR PG Degree in Yoga from a recognized University with minimum 55% of marks.</p> <p>OR</p> <p>Any degree with minimum 55% of marks from a recognized University and one year regular PG Diploma/Diploma in Yoga Education/Studies etc. with minimum 55% of marks from a recognized University/Institute of repute.</p> <p>2. Minimum five years Post Qualification Teaching/Research experience in Yoga in a reputed Yoga Institute.</p>	Minimum five years Post Qualification Teaching/Research experience in Yoga in a reputed Yoga Institute.	<p>1. Ph. D</p> <p>2. Published research papers in a journal of repute.</p> <p>3. Research experience in projects.</p> <p>4. Proficiency in Sanskrit.</p> <p>5. Knowledge of Computer Application</p>	<p>50,000/- p.m.</p> <p>(The increase in annual remuneration @ 5% (Five percent) shall be considered to neutralize the dearness)</p>
2.	Yoga Therapist/ARO	<p>Twenty (22)</p> <p>Full Time – 12</p> <p>Part Time - 10</p> <p>Preferably not exceeding 35 years**</p> <p>A Degree in Yoga or</p>	Minimum 5 years experience in Yoga Therapy from an Institute of National repute/Hospital.	<p>1. Knowledge of Computer Operation.</p> <p>2. Knowledge of English, Hindi and Sanskrit language.</p> <p>4. Working experience in</p>	<p>For Yoga Therapist/ARO (Full Time)</p> <p>38,000/- p.m.</p> <p>(The increase in annual</p>

		<p>Naturopathy & Yoga with a minimum of 55% marks from a recognized University established under UGC Act and two years experience in Yoga Therapy in a reputed Institute/Hospital.</p> <p>OR</p> <p>Any Graduate from a recognized University established under UGC Act with Diploma in Yoga Education/Yoga Studies/Yoga Science/Yoga Therapy etc. after graduation, of at least one year duration from a recognized University established under UGC Act/Institute with a minimum of 55% marks and practical experience in Yoga in a reputed Yoga Institute/Hospital for a minimum period of five years.</p> <p>2. Level II (Therapy level) of Yoga Professional Competence Exam of QCI sponsored by Ministry of AYUSH, Govt. of India.</p> <p>3. Demonstration Skills in Yogic practices, for which skill test will be conducted.</p>		<p>research projects related to Yoga Therapy/case studies etc.</p>	<p>remuneration @ 5% (Five percent) shall be considered to neutralize the dearness)</p> <p>For Yoga Therapist/ ARO (Part Time)</p> <p>24,000/- p.m. (The increase in annual remuneration @ 5% (Five percent) shall be considered to neutralize the dearness)</p>
3.	Yoga Instructors (Full time)#	<p>Fifty Two (52)</p> <p>Full Time – 32</p> <p>Part Time - 20</p> <p>Preferably not exceeding 30 years **</p>	Minimum One year experience	<p>1. Practical ability to perform Yogic practices.</p> <p>2. Experience in giving Yoga Instructions at different levels.</p>	<p>For Yoga Instructors (Full time)</p> <p>32,000/- p.m. (The increase in annual</p>

		<p>1. A Degree in Yoga with a minimum of 55% marks from a recognized University established under UGC Act.</p> <p>OR</p> <p>Any Graduate from a recognized University established under UGC Act with Diploma in Yoga Education/Yoga Studies/Yoga Science after graduation of at least one year duration from a recognized University established under UGC Act/Institute with minimum of 55% marks.</p> <p>2. Level II of Yoga Professional Competence Exam of QCI sponsored by Ministry of AYUSH, Govt. of India.</p> <p>3. Practical experience in Yoga in a reputed Yoga Institute for a minimum period of one year.</p> <p>4. Demonstration Skills in Yogic practices, for which skill test will be conducted.</p>		<p>3. Knowledge of Computer Operation.</p> <p>4. Working knowledge of Hindi, English and Sanskrit language.</p>	<p>remuneration @ 5% (Five percent) shall be considered to neutralize the dearness)</p> <p>For Yoga Instructors (Part time)</p> <p>20,000/- p.m. (The increase in annual remuneration @ 5% (Five percent) shall be considered to neutralize the dearness)</p>
5.	Stenographer #	<p>Three (03)</p> <p>For fresh recruitment 30 years and Minimum one year experience 35 years**</p> <p>1. A degree from a recognized University.</p> <p>2. Proficiency in Stenography with a speed 80/100 w.p.m. and</p>	<p>Two year experience in the field of Govt./ Semi-Govt./ Autonomous organization/ Institute/ Public undertaking organizations.</p>	<p>Proficiency in English/Hindi</p>	<p>24,000/- p.m. (The increase in annual remuneration @ 5% (Five percent) shall be considered to neutralize the dearness)</p>

		Type-writing 35/40 w.p.m. respectively. 3. Knowledge of Computer Application such as MS Word, MS Excel and Power Point.			
6.	Office Assistant#	Ten (10) For fresh recruitment 30 years and Minimum one year experience 35 years** 1. Graduate in any discipline from a recognized University. 2. Should have good communication, writing ability and interpersonal skills. 3. Knowledge of Computer Applications such as MS Word, MS Excel and Power Point. Skill Test norms on Computer 1. English Typing @ 35 w.p.m. or 2. Hindi Typing @ 25 w.p.m. Writing ability test and personal talk	Working Experience in a Govt. Institution /Department.	Proficiency in English/Hindi	20,000/- p.m. <i>(The increase in annual remuneration @ 5% (Five percent) shall be considered to neutralize the dearness)</i>
7.	Multi-tasking Assistant (MTA)	Ten (10) For fresh recruitment 30 years and Minimum one year experience 35 years** 1. 12 th Passed from recognized Board. 2. Should have good communication, and interpersonal skills. 3. Knowledge of Computer Applications such as MS Word, MS Excel and Power Point. Skill Test norms on Computer 1. English Typing @ 35 w.p.m. or 2. Hindi Typing @ 25	Working Experience in a Govt. Institution /Department.	Ability to read and write in Hindi/English.	16,000/- p.m. <i>(The increase in annual remuneration @ 5% (Five percent) shall be considered to neutralize the dearness)</i>

		w.p.m. and personal talk.			
8.	Gardener	Four (02) Semiskilled	02 Years' experience in Gardening/Planting work. Knowledge of Gardening/Planting work.	Ability to read and write in Hindi.	16,000/- (The increase in annual remuneration @ 5% (Five percent) shall be considered to neutralize the dearness)
9.	Mali	Two (02) Unskilled	02 Years' experience in Gardening/Planting work. Knowledge of Gardening/Planting work.	Ability to read and write in Hindi.	15,000/- (The increase in annual remuneration @ 5% (Five percent) shall be considered to neutralize the dearness)

** Age relaxable in all posts in respect of SC/ST/OBC candidates as per instructions of Govt. of India issued from time to time and also for experienced candidates .

**Age relaxation for experienced & skilled persons having experience of working in MDNIY & AYUSH Institutes/Hospitals as per the decision of the committee constituted by the Chairperson of the Selection Committee.

Skill test, wherever required, will be conducted by a committee constituted by the Chairperson of the Selection Committee. The candidates who qualify in the Practical ability test will only be interviewed.

Other Terms & Conditions for Outsourcing Manpower:-

- The engagement shall be purely on contract basis and candidate shall not have any right to claim that he/she should be absorbed or regularized by MDNIY.
- He/She will work at Morarji Desai National Institute of Yoga, New Delhi or its subordinate Institutes/Centres under the guidance and direct supervision of the Director, MDNIY to perform the specific duties and responsibilities as assigned.
- Usual working days of the Institute are Monday to Friday except Gazetted holiday during 09.00 am to 05.30 pm. In CGHS Dispensaries/Tertiary Hospitals etc. timings may vary as per the requirement and need.
- He/She shall be required to observe the normal office timing and may also be called upon to attend the office on Saturday, Sunday or any holiday in case of urgency.
- They shall mark their attendance in AEBAS mandatorily, failing which it may result in deduction of remuneration.
- Shall not be entitled to any allowance such as DA, transport facility, residential accommodation, CGHS, medical reimbursement etc.

vii) He/She shall be entitled to avail 12 days of leave in calendar year on Pro-rata basis i.e. one leave for each month, if the incumbent do not avail leave in a particular month, it will be carry forward in his her leave account. However, unavailed leave at the end of each calendar year can neither be carry forward to next calendar year not be entitled to leave encashment.

viii) He/she shall not be draw any remuneration in case of his absence beyond 12 days in a year.

ix) He/She will maintain high standards of professional and personal conduct and behavior during the contract period. He/She will also abide by the procedures and systems laid down by MDNIY.

x) He/She will be permitted to join only after production of documentary proof of educational qualification, experience, age etc. Original Certificates must be produced at the time of joining. In case any declaration made or information furnished by him is found to be false or he is found to have willfully suppressed any material information, at a later stage, his services will be terminated without notice and such other action as may be required will be taken against him.



CHECK LIST:-

1. Duly completed Tender Form (**Annexure-III**)
(Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also etc.)
2. Earnest Money Deposit (Demand Draft/PO of Rs. 7,54,000/-) in favour of Morarji Desai National Institute of Yoga, New Delhi-110001. (**Annexure-V**)
3. Notice Inviting Tender. (**Annexure-I**)
4. Terms and Conditions of Tender duly signed on each page. (**Annexure-II**)
5. Demand draft/pay order for Rs.1,000/-) in favour of Morarji Desai National Institute of Yoga, New Delhi-110001, as cost of the tender document, if the same was downloaded from website.
6. Undertaking (on stamp of Rs. 100/-) (**Annexure-IV**)
7. In case Tender Document is purchased by cash, enclose the cash receipt.
8. Valid Registration No. of the Firm (under Shops & Establishment Act) or registration no. of the company (under Companies Act, 1956), as applicable (attach attested copy of certificate).
9. Self-attested copies of valid Licence and Number under Contract Labour Act and under any other Acts/Rules
10. GST Registration.
11. PAN Card of firm/Company (attach attested copies of PAN & TAN card)
12. Provident fund Account no. of firms/Company (attach attested copy of certificate).
13. ESI No. of Firm /Company (attach attested copy of Certificate)
14. The details of the turnover for the year 2015-16, 2016-17 and 2017 -18 should be shown and verified by submitting the copy of Income Tax Returns of respective financial year.
15. The details of the turnover on the letter head of the tenderer.
16. Details of similar work executed by the tenderer in its letterhead (**Annexure-XIV**)
17. Copies of similar Work orders issued by tenderer's client as per point 17 above.
18. Performance Certificate in outsourcing of manpower Services.
19. Performance Certificate (attested copies) issued by the clients to the tenderer, (which should have minimum rating of satisfactory. (**Annexure – XIV**)
20. Financial Bid in the letterhead of the Firm/Company (**Annexure-VIII**) in a sealed separate envelope.
21. ISO Certification no. of the firm / company.
22. Solvency Certificate issued by tenderer's banker (**Annexure-XIII**)
23. Declaration regarding Blacklisting/Debarring for taking part in Tender (**Annexure – XII**)
24. Documents in support of manpower strength
25. Should not have incurred loss in more than 02 years in last 05 financial years ending 31.03.2015.
An undertaking to this effect is to be added.
26. Page no. should be mentioned on each page.

Enclosure List

(Fill the page nos. where the documents mentioned are placed)

CHECK LIST :-

1. Duly completed Tender Form at Page No. _____ .
(Self-attested one recent passport size photograph(s) of the authorized person(s) of the firm/agency with name, designation, Office/Residential address and office Telephone numbers, whether the bidder is a sole proprietor/partnership firm and if partnership firm, names addresses and telephone numbers of Directors/Partners also etc.) at pages _____ .
2. Earnest money deposit (Demand Draft/PO of Rs. 7,54,000/-) in favour of Morarji Desai National Institute of Yoga, New Delhi-110001 at Page No. _____ .
3. Notice Inviting Tender at Page No. _____ .
4. Terms and Conditions of Tender from Page No. _____ to _____ .
5. Demand draft/pay order for Rs.1,000/-) in favour of Morarji Desai National Institute of Yoga, New Delhi-110001, as cost of the tender document, if the same was downloaded from website. at page No. _____ .
6. Undertaking (on stamp of Rs. 100/-) Page No. _____ .
7. In case Tender Document is purchased by cash, enclose the cash receipt at Page No. _____ .
8. Valid Registration No. of the Firm (under Shops & Establishment Act) or registration no. of the company (under Companies Act, 1956), as applicable (attach attested copy of certificate) at Page No. _____ .
9. Self-attested copies of valid Licence and Number under Contract Labour Act and under any other Acts/Rules from Page No. _____ to _____ .
10. GST Registration at Page No. _____ .
11. PAN Card of firm/Company at Page No. _____ .
12. Provident fund Account no. of firms/Company at Page No. _____ .
13. ESI No. of Firm /Company at Page No. _____ .
14. The details of the turnover for the year 2015-16, 2016-17 and 2017 -18 from Page No. _____ to _____ .
15. The details of the turnover on the letter head of the tenderer at Page No. _____ .
16. Details of similar work executed by the tenderer in its letterhead at Page No. _____ .
17. Copies of similar Work orders issued by tenderer's client at page No. _____ .
18. Performance Certificate in outsourcing of manpower Services at Page No. _____ .
19. Performance Certificate (attested copies) issued by the clients to the tenderer, (which should have minimum rating of satisfactory from Page No. _____ to _____ .
20. Financial Bid in the letterhead of the Firm/Company in a sealed separate envelope.
21. ISO Certification no. of the firm / company at Page No. _____ .
22. Solvency Certificate issued by tenderer's banker at Page No. _____ .
23. Declaration regarding Blacklisting/Debarring for taking part in Tender at Page No. _____ .
24. Documents in support of manpower strength at Page No. _____ .
25. An undertaking that firm has not incurred loss in more than 02 years in last 05 financial years ending 2018.
26. Page no. should be mentioned on each page.

(Signature of Bidder with seal)

DECLARATION REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs.10/- non judicial Stamp paper by the Tenderer)

I / We _____ (Tenderer) hereby declare that the firm / agency namely M/s. _____ has not been blacklisted or debarred in the past by Union / State Government or organization from taking part in Government tenders in India and should not have any litigation in any of the labour court(s).

Or

I / We _____ (Tenderer) hereby declare that the Firm / agency namely M/s. _____ was blacklisted or debarred by Union / State Government or any Organization from taking part in Government tenders for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I / we are fully aware that the tender/ contract will be rejected / cancelled by the Institute, and EMD / SD shall be forfeited.

In addition to the above, the Institute will not be responsible to pay the bills for any completed /partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate) with Date

Name _____

Address _____



Solvency Certificate from Bankers of the company in the following form:

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information M/s..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees.....)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)

For the Bank

NOTE

- (1) Bankers certificate should be on letter head of the Bank, sealed in cover addressed to tendering authority,
- (2) In case of partnership firm, certificate should include names of all partners as recorded with the bank.

Signature of Chartered Accountant with seal

Signature of Bidder(s) with seal



PERFORMANCE REPORT OF EACH WORK REFERRED IN ANNEXURE - X

1. Name of work/ Project & Location :
2. Name of Client and Address with
Contact details :
3. Agreement No./ Work Order No. :
4. Value of work as per
work order/Award : Rs.
5. Total value of actual work done : Rs.
7. Date of start :
8. Date of completion :
9. Performance Report (Pls. tick one) :
Outstanding/Very Good/Good/Satisfactory

(Signature & Stamp of Director/Registrar/Admin. Officer/Ex. Engineer or
Equivalent) with Phone No./ Mob. No. & E-mail address

Dated :

(Stamp & Signature of Bidder)

Note :

1. This Annexure should be submitted separately for each work completed by the Bidder and the works indicated in **Annexure-VIII**.
2. This ANNEXURE shall be signed & stamped by the Bidder's Client not below the rank of Manager/Asst. Registrar/Admn. Officer or equivalent.
3. The Name, Address, Contact details (Mobile, Fax, E-mail, and Landline Phones) of Client should be indicated to facilitate confirmation of work. (Please see column 16 of Annexure-III).

