

F.No.III-I /2011-NZP/ Estb./
Government of India
National Zoological Park
Mathura Road, New Delhi-3

Tender Form No. -----

Price Rs. 1000 /-

1. TENDER DESCRIPTION

Sub: To provide labourers at the National Zoological Park, New Delhi

Sealed tenders are hereby invited from the reputed agencies **for quoting the rates on percentage basis over and above labour wage rates of the Delhi Government for engaging labourers in the National Zoological Park.** The payment to the labourer and subsequently amount payable to the contractor will also be revised as and when the Delhi Govt. wage rates are revised. However, the percentage rate quoted by the contractor over and above the Delhi Govt. labour wage rate will remain the same. The period of contract will initially be for one year w.e.f 01.8.2011 to 31.7.2012 which may be extended further on year to year basis for another four years subject to contractor's performance & his willingness to provide the services on the same rate at the discretion of Director National Zoological Park.

- | | | |
|----|---|------------------------------|
| 1. | Tender form will be sold from | : 30.05.2011 |
| 2. | Last date and time for receipt of tender | : 24.06.2011 at 3.00 p.m. |
| 3. | Tender will be opened on | : 24.06.2011 at 3.30 p.m. |
| 4. | Amount of EMD | : Rs. 50,000.00 |
| 5. | Tender will have to be kept open by tenderers for acceptance upto | : 100 days from opening date |

The tender forms can also be downloaded from the website <http://www.moef.gov.in> containing all terms and conditions. However the tenderer has to remit a separate DD/Pay order in favour of Director, National Zoological Park without which the tender will be rejected summarily.

2. WORK AND JOB DESCRIPTION

The labourers will work in various sections of the National Zoological Park under the supervision of section supervisors and perform various jobs as directed by section supervisors.

3. ELIGIBILITY CRITERIA

1. The firm/agency should be registered with Central/State Govt.
2. The firm/agency should have a minimum annual turnover of Rs. 50 lakhs
3. The firm/agency should have a minimum three years of experience providing similar service to Govt./ PSU
4. The firm/agency should be registered for payment of service tax
5. The firm/agency should be registered for payment of Income Tax
6. The firm/agency should have valid registration with EPF and ESI
7. The firm/agency should have proven good track record of providing service of similar nature in Govt. / PSU (Good conduct certificate from Govt./PSU as proof where the service is being provided, and an affidavit stating that no court criminal case is pending against firm/any of the Directors of the company and has never been blacklisted or debarred by any Govt. organization or public sector undertaking)
8. The firm/agency should have their office located in Delhi/NCR Region.

4. TERMS AND CONDITIONS

EXECUTION OF WORKS

1. The contractor will provide services as per the works and job description laid out under the supervision of the **section supervisor**.
2. The contractor shall be responsible to the Head of the National Zoological Park viz. Director or any officer nominated by him for the execution of day to day work of the Park.

PERSONNEL

3. The contractor will provide minimum 55 labourers as manpower to undertake the works as per the jobs described under the heading Works and Job Description.

4. As per requirement the number of labourers may increase or decrease.
5. The tenderer shall employ only male labourers for the purpose and the age should be below 50 years
6. The employees employed by the firm/agency / contractor shall be of good character and sound health.
7. Roster of duty of labourers for the work must be submitted to the Supervisor well in advance.
8. The labourers will be provided from 9.00 a.m. to 6.00 p.m. and they shall be deployed daily throughout the year from 01.08.2011 to 31.07.2012 in the National Zoological Park.

UNIFORM AND PHOTO I.D. CARD

9. The contractor has to provide laminated photo I.D. Card and uniforms of approved Colour for winter and summer to his employees while on duty within the premises at own cost and the workmen shall always be in uniform without which entry will not be permissible.

SECURITY

10. No employee of the firm/agency / contractor shall stay in the NZP beyond prescribed duty hours. All the staff of the firm/agency will go through the check by security at various entry/exits of NZP.
11. The labourers and supervisor should not have any kind of criminal record and police case against them. It will be responsibility of the contractor to deploy the workers only after getting their antecedents verified by the police.
12. The contractor and his employees shall follow the security instruction/orders issued by the Director National Zoological Park from time to time

SUPERVISION OF WORKS

13. The firm/agency must engage supervisor at his own expense who shall always be present in the zoo premises to monitor the performance of the works of all personnel deputed for the work in the National Zoological Park by the firm/agency. The supervisor shall liaise with the Section Supervisor of the works of the National Zoological Park for the satisfactory performance of the works.
14. Contractor should provide mobile phone set to his supervisor who will be in touch with concern section in-charge
15. A daily list (attendance) of workers on duty should be provided to the various supervisors.

LOSS TO NZP

16. In the event of any loss to the NZP on account of negligence of contractor's employees, the contractor shall make the good loss sustained by the NZP either by the replacement or on payment of adequate compensation.
17. The contractor shall be personally responsible for any loss caused to National Zoological Park on account of theft, vandalism, damages etc. due to various acts of commission or omission by his labourers. The entire amount of loss as the case may be recovered at the discretion of Director National Zoological Park, from the bill of contractor.

LOSS TO THE CONTRACTOR

18. The NZP shall not be responsible for any compensation which may be required to be paid to the labourers of the contractor consequent upon any injury/mishap. In such case responsibility of treatment to injured worker will be with contractor.

RIGHTS OF NZP

19. The Director National Zoological Park reserves the right to recover any dues outstanding against the firm/agency (which could not be possible through normal bill) as arrear of land revenue.

RESPONSIBILITIES OF THE CONTRACTOR

20. The contractor has to pay the wages etc. to the personnel engaged by him as per the Minimum Wages Act. He shall bear EPF and other liabilities and the National Zoological Park shall not accept any responsibility for the personnel engaged by the agencies for any matter. Any dispute between the firm/agency and his / her personnel shall be settled at Labour Office. The National Zoological Park shall have no concern whatsoever in the matter. Any risk involved in performing the duty by the labourers, would be sole concern of the firm/agency.
21. The contractor will be responsible for payment of Wages, ESI & Provident Fund etc. to the employees engaged by the contractor. The contractor has to submit proof of ESI & EPF in respect of each worker by name. The payment to the contractor will be made on submission of such proof. The National Zoological Park will be free to enquire about money deposited from office of ESI & Provident Fund Commission in case of any complaints
22. The deducted PF record of each worker is to be submitted in the National Zoological Park alongwith Bill and Attendance. The National Zoological Park shall not be responsible for timely payment of **Wages, ESI, & Provident Fund etc.** to the workers engaged by the contractor. The contractor has to submit proof of ESI & PF in respect of

each worker by name. The National Zoological Park would depute a suitable official at the time of salary disbursement to that payment

23. The contractor shall be responsible for the conduct and behavior of its employees/workers.
24. In case of any incidents / quarrel / complaints occurred / thefts in the National Zoological Park, then all type of FIR with the police, court cases on this account has to be dealt with by the firm/agency immediately with information to supervisor of National Zoological Park.

PERFORMANCE SECURITY

25. The successful tenderer has to submit a security deposit of Rs.1,00,000/- (Rupees one lakh only) in the form of Fixed Deposit in the Nationalized Bank in the favor of Director, National Zoological Park. The security deposit would be returned after successful completion of the tender period. In case of any breach of conditions or violation of terms and conditions or unsatisfactory performance, the security deposit would be forfeited to the Government. The decision of the Director, National Zoological Park would be final and binding on the matter. Further, in the event of failure to accept the offer letter and failure to submit prescribed security money and agreement within the stipulated period the EMD shall be forfeited to the Government without further correspondence.

EXECUTION OF AGREEMENT

26. The successful tenderer has to execute an agreement in the form of Non-Judicial Stamp Paper of Rs.100/- as per proforma to be furnished by National Zoological Park immediately after acceptance of tender. The cost of stamp paper shall be borne by the contractor only. After signing the agreement the work order will be issued.

TDS

27. The National Zoological Park will recover **T.D.S.** of the monthly payment to the contractor as per rules.

PERIOD OF CONTRACT

28. The period of contract will initially be for one year w.e.f. 01.08.2011 to 31.07.2012.

RENEWAL OF CONTRACT

29. On successful completion of one year of the contract, the contract may be renewed further for 4 years on year to year basis subject to satisfactory performance of the contractor and his willingness to provide the labourers on the same rate at the discretion of the Director, National Zoological Park.

30. The contractor will inform 90 days in advance before the completion of the contract every year of his intention to renew the contract to the Director, National Zoological Park in writing. If he fails to do so it will be presumed that he is not interested in extending the contract and the National Zoological Park will be free to initiate the process of engagement of the new contract to provide the labourers.
31. A fresh agreement will be signed at the renewal of the contract every year.

PENALTY FOR UNDERPERFORMANCE

32. If it is found that due to any reason (whatsoever it may be) on any day that less than the required number of labourers have been deployed in the National Zoological Park, the Director, National Zoological Park may get the work done by any other firm/agency/means at the cost of the contractor and the entire amount spent on this account shall be recovered from the contractor. And in addition a penalty shall also be imposed on the contractor for this deficiency in service and violation of the tender terms and conditions @ 1% of the monthly contract value per day. The work being of sensitive and most vital in nature it cannot be overlooked. Non supply of even one labourer for duty shall be viewed very seriously and the penalty referred to above shall be imposed.

TERMINATION OF CONTRACT

33. The Director, National Zoological Park can terminate the contract at any time after serving two weeks' notice to the contractor if during the period of the contract the performance is not found satisfactory. The decision of the Director, National Zoological Park shall be final and binding on the service provider in this regard.
34. Failure by the service provider to comply with any statutory requirements during the period of contracts shall result in termination of the contract and subsequent disqualification for participation in any future tender in the National Zoological Park.
35. The contractor will not be allowed to leave the contract before one year failing which the performance security will be forfeited.

SETTLEMENT OF DISPUTES

36. In the matter of dispute arising between the National Zoological Park and the contractor regarding terms and conditions and execution thereof the matter shall be referred to IG (WL) MoEF who will be the Arbitrator as per the provisions under the Arbitration and Conciliation Act, 1986. The contractor shall not question the decision of the arbitration on the ground that the arbitrator is a Government servant. The decision of Arbitrator shall be final and binding on the parties.

SUBMISSION OF BILLS

37. Bill shall be submitted each month (in Triplicate) to the office of the Director, NZP which will be verified by the section supervisor of the works who will in turn forward the same along with the certificate of the satisfactory performance of the works in support of having copy of performed the job. The bill should be supported by the accepted EPF Challan and ESI payment certificate of previous month without which no payment will be released
38. The contractor has to submit the bill to the office by 5th of every month.

PAYMENT OF BILLS

39. The payment will be made upto 25th of every month for the period pertaining to previous month. In other words, the payment for October shall be made upto 25th of November. However, it is possible that sometime for want of funds, if the bill is not be passed in time no interest / compensation shall be allowed.
40. The contractor shall maintain a **proper attendance record of its employees engaged for the purpose. The same shall be produced at the time of release of salary. No wages will be paid for short of attendance.**

5. SUBMISSION OF THE BID

1. The tender form can be purchased from the office of the Director, National Zoological Park during the office hours within the stipulated date and time as mentioned in the tender notice.
2. The tender forms can also be downloaded from the website <http://www.moef.gov.in> containing all terms and conditions.
3. The application forms downloaded from the website should be accompanied by a Bank Draft of Rs. 1000/- payable to the Director, National Zoological Park, New Delhi without which the tender would be rejected summarily.
4. Before submitting the tender the tenderers are advised to read the tender document carefully apprise themselves thoroughly of the scope of works, jobs, terms and conditions and other requirements.
5. Tenderers are also advised to inspect the sectors marked on the map of NZP to assess the ground situation.
6. In case of any doubt the tenderer can contact Director's office or concerned section supervisor to clear doubts, if any.

7. This tender is based upon **two bid system: The Technical Bid and the Financial Bid.** The tender form duly filled in including technical bid (Annexure-I) and financial bid (Annexure-II) should be put in separate envelopes superscribed clearly as “Technical Bid” and the “Financial Bid”.
8. All the entries in the Technical Bid form (Annexure I) and Financial Bid (Annexure II) should be made clearly.
9. Financial bid of only those tenderers will be considered who will be found technically qualified by the committee.
10. All the supporting enclosures to be provided as part of technical bid should be self-attested by the tenderer or the person authorized on his behalf.
11. The supporting documents and the envelopes having technical and financial bids separately should be kept in one sealed envelope to be submitted at National Zoological Park.
12. The envelope should be superscribed as “**Application to provide labourers at National Zoological Park, New Delhi**”.
13. All the pages of the tender document from page no.1 to 15 should be signed and stamped by the contractor.

EMD

14. The tender should be accompanied by an Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty thousand only) in the form of Bank Draft payable to the Director, National Zoological Park, New Delhi with validity upto 6 months .
15. The tender received without EMD will be rejected summarily.
16. The EMD is returnable to the bidders after award of the contract.

QUOTATION OF RATES

17. The rates quoted should be **on percentage basis over and above the labour wage rates of the Delhi Government for engaging labourers in the National Zoological Park.**

REVISION OF RATES

18. The payment to the labourer and subsequently the amount payable to the contractor will also be revised as and when the Delhi Govt. labour wage rates are revised. However, the percentage rate quoted by the contractor over and above the Delhi Govt. labour wage rate will remain the same.

19. **The rates quoted on percentage basis over and over the Delhi Govt. approved wage rates should be inclusive of all statutory contributions such as EPF, ESI etc. to be made by the contractor.**
20. **The service tax and other applicable taxes will be paid separately to the contractor.**
21. The sealed tender must reach the office of the Director, National Zoological Park, Mathura Road, New Delhi – 110 003 **latest by 15.00 hrs. of 24.06.2011** (positively). The bids will be opened on the same day at 15.30 hrs. at the office of the undersigned in the presence of the representative of the firms.
22. The Director, National Zoological Park reserves the right to reject any bid without assigning any reason.
23. Conditional bid will not be accepted.
24. All the pages of tender from page number 1 to page number 15 shall be duly signed and stamped by the tenderer or his authorized representative
25. The tender form should be filled in by the tenderer neatly and accurately. Any alteration, erasing or overwriting may render the tender invalid unless such alteration, erasing or overwriting is neatly carried out or duly attested by the authorised signatory.

CHECK LIST

26. There is a check list provided as **(Annexure III)**. Before submitting the tender the tenderer should verify all the entries in the check list and tick the appropriate boxes marked in the check list before the respective entries.
27. Tender application without complete documents / information shall not be considered and will be rejected summarily. If at any time during the period of contract, it comes to the notice of the Director, National Zoological Park that the contractor has misled the Director, National Zoological Park by way of giving incorrect /false information, which has been material in the award of contract, the contract shall be liable for termination besides other legal action which may be initiated against the contractor under the relevant laws.

PROCEDURE FOR SELECTION OF CONTRACTOR

28. The selection of the contractor will depend upon the grading of technical bid. The NZP is not bound to select the lowest bidder. The committee of NZP constituted to finalise the contract may visit the site where the services are already been provided by the contractor.

AWARD OF CONTRACT AND TIME LIMIT TO ACCEPT THE OFFER

29. The successful tenderer will be made an offer to provide the **labourers at the National Zoological Park**. The time limit to accept the offer will be 15 days.
30. In the event of contractor failing to provide the acceptance letter alongwith the performance security within 15 days of the receipt of the offer then it will be presumed that he is not interested in the contract and the EMD deposited by him will be forfeited without any further notice.

Director
National Zoological Park

Technical Bid

1. Name of the Firm/agency :

2. Name of the representative :
authorized by the company/
firm/agency to sign the tender :

3. Registration Details of the Firm/agency :
 - 3.1 Number
 - 3.2 Where registered :

3. Address of the Firm/agency :
:
:

4. Telephone No.(Office) :
(Residence) :
Mobile :

5. e-mail :

6. Service Tax Regn. No. :

7. PAN No. (attach photocopy) :

8. Earnest Money : Amount.....
- : Bank Draft No.....
- : dated.....
- : Name of the Bank
- :
9. EPF Regn. No. in EPF :
- Commissioner Office :
10. ESI Regn. No. :

12. Experience details of Government Offices / Public Sector Undertaking, where services have been/are being provided:

| S.No. | Name of Organization | From | To | Period |
|-------|----------------------|------|----|--------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |

13. A Certificate of good conduct from the Govt. / Public Sector Undertaking (PSU) where at present the services are being provided. Details of office which has provided the Good Conduct Certificate:-

i. Name of the officer : _____

ii. Designation : _____

iii. Telephone No.: _____

iv. E. mail : _____

v. Address of the office: _____

15. Annual Turnover _____

16. Enclosures:

- i) Demand Draft of Rs. 1000/- only if the form is downloaded from the website.
- ii) Demand Draft/Pay Order of Rs. 50,000/- as EMD
- iii) As identity proof of person signing the tender document - Self attested photocopy of Pass Port/ Driving Licence/ Voter Identity card
- iv) As address proof of person signing the tender document- Self attested Photocopy of Pass Port / Electric Bill / Telephone Bill / Ration Card.
- v) Self attested copy of registration of the company / firm/agency
- vi) Self attested copy of proof of annual turnover
- vii) Self attested copy of proof of experience of the company / firm/agency
- viii) Self attested copy of registration for payment of service tax
- ix) Self attested copy of PAN Card for payment of income tax
- x) Self attested copy of EPF registration.
- xi) Self attested copy of ESI registration
- xii) copy of authorization to sign tender the document
- xiii) Income tax return of the last three years.
- xiv) Certificate of good conduct of any Govt. firm/agency
- xv) Affidavit stating that no court criminal case is pending against firm/any of the Directors of the Company and has never been blacklisted or debarred by any other Govt. organization or PSU

Signature of tenderer

Dated : _____

Financial Bid

To
The Director
National Zoological Park
Mathura Road , New Delhi - 110003

Sub: To provide the labourers in National Zoological Park.

Ref: Tender No.

Dear Sir,

I/We hereby submit tender for award of contract to provide **labourers** throughout the year in National Zoological Park on each and every day with one hour lunch break from 9.00 A.M. to 6.00 P.M. for a period of one year w.e.f 1st August,2011 to 31st July, 2012.

I/We also undertake to provide labourers as per the requirement of the National Zoological Park and one supervisor for this work during the entire period of contract.

I/We quote our maximum rate **on percentage basis** over and above the Delhi Government approved daily wages rates inclusive of all statutory contributions such as EPF, ESI etc. to be paid by me/us as _____(% rate in figure)
_____(% rate in words)
for the period from 01.08.2011 to 31.07.2012 **PER MONTH.**

I/We have thoroughly read & understood the terms and conditions of the tender and accept the same.

Yours faithfully,

Signature of tenderer
or authorized signatory: _____

Name of tenderer : _____

Address : _____

Telephone No. _____

CHECK LIST**ENCLOSURES****Have you attached all the self-attested following enclosures as supporting documents**

Please tick () appropriate answer yes / no

- i) Demand Draft of Rs. 1000/- only if the form is downloaded from the website.: Yes/No
- ii) Demand Draft/Pay Order of Rs. 50,000/- as EMD : Yes/No
- iii) As identity proof of person signing the tender document - : Yes/No
Self attested photocopy of Pass Port/ Driving Licence/ Voter Identity card
- iv) As address proof of person signing the tender document- Self attested : Yes/No
Photocopy of Pass Port / Electric Bill / Telephone Bill / Ration Card.
- v) Self attested copy of registration of the company / firm/agency : Yes/No
- vi) Self attested copy of proof of annual turnover : Yes/No
- vii) Self attested copy of proof of experience of the company / firm/agency : Yes/No
- viii) Self attested copy of registration for payment of service tax : Yes/No
- ix) Self attested copy of PAN Card for payment of income tax : Yes/No
- x) Self attested copy of EPF registration : Yes/No
- xi) Self attested copy of ESI registration : Yes/No
- xii) copy of authorization if any to sign tender the document : Yes/No
- xiii) Income tax return of the last three years. : Yes/No
- xiv) Certificate of good conduct of any Govt. firm/agency : Yes/No
- xv) Affidavit stating that no court criminal case is pending against firm/any : Yes/No
of the Directors of the Company and has never been blacklisted or
debarred by any other Govt. organization or PSU

OTHERS

- i) Have you signed and stamped all the pages of the tender documents : Yes/No
- ii) Have you mentioned the rates in figures as well as in words : Yes/No
- iii) Have you signed correction/ over writing. : Yes/No
- iv) Have you read and agreed with all terms and conditions stipulated in the : Yes/No
tender document.

