



**INDIAN PORTS ASSOCIATION**  
**HUMAN RESOURCE DEPARTMENT**  
**E-TENDERING**

**BID DOCUMENT FOR WORK OF**

**“OUTSOURCING WORK FOR SPECIALIZED HUMAN RESOURCE”**

**TENDER NOTICE NO: IPA/PGAV/Human Resource/2025 Dated – 23.05.2025**

Managing Director,  
Indian Ports Association,  
1<sup>st</sup> Floor, South Tower, NBCC Place  
Bhisham Pitamah Marg, Lodhi Road,  
New Delhi- 110 003.  
Email ID- ipa@nic.in  
Phone: 011- 24369061/63, 24368334  
E-mail id: ipa@nic.in

**Indian Ports Association,**  
**1st Floor, South Tower, NBCC Place**  
**Bhisham Pitamah Marg, Lodhi Road,**  
**New Delhi- 110003**  
**Tel. No. 0091-011-24369061/63, 24368334, FAX: 011-24365866.**

Name of work : **e-RFP for “Outsourcing Work for Specialized Human Resource in IPA”**

Tender Notice No. : **IPA/PGAV/Human Resource/2025 Dated : 23/05/2025**

Cost of Tender Documents : Rs. 10,000/- (Non-refundable)

EMD : Rs. 2,00,000/-

PBG : Rs. 3% of the accepted tender cost/ awarded cost

Contract Period : Contract initially for a period of two Years and extendable for further one year

Last date of Tender submission : 13.06.2025 by 15:00 hrs.

Validity of Tender : 120 days from the due date

All communications including the submission of Proposal should be addressed to:

**Managing Director,**  
Indian Ports Association, 1st Floor, South Tower,  
NBCC Place Bhisham Pitamah Marg,  
Lodhi Road,  
New Delhi-110003.  
Tel. No.011-24369061/63,24368334,

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**SECTION I – NOTICE INVITING TENDER (NIT)**  
**INDIAN PORTS ASSOCIATION**  
**(HUMAN RESOURCE DEPARTMENT)**  
**NOTICE INVITING TENDER (NIT)**  
**ONLY THROUGH E-TENDERING MODE**

**TENDER NO. IPA/PGAV/Human Resource/2025 Dated 23/05/2025**

Electronic Tenders are invited by Indian Ports Association, New Delhi from bidders fulfilling the Eligibility Criteria for pre-qualification as stipulated in this notice for the work of “**Outsourcing Work for Specialized Human Resource**”

1	Estimate Amount	Rs. 2,50,00,000/-
2	Contract period	Two Years (extendable for a period of one year)
3	Downloading of Bid document from IPA online e-tendering web site.	From 23.05.2025 <a href="http://www.ipa.nic.in">www.ipa.nic.in</a> or <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
4	Pre-bid meeting	On 29.05.2025– at 15:00 hrs in Conference Room, Indian Ports Association, NBCC Place, South Tower, 1 <sup>st</sup> Floor, Lodhi Road, New Delhi-110003.
5	Last Date and Time for submission of Tenders through on line.	On or Before <b>15.00 Hrs. on</b> 13.06.2025
6	Date and Time for opening of Technical Bid (Techno-commercial bid)	At 15.30 <b>Hrs. on</b> 13.06.2025
7	Validity of tender	<b>120 days</b> from the date of opening the Technical Bid – Techno-commercial bid
8	Earnest Money Deposit (EMD)	Rs. 2,00,000/-
9	Tender Submission through	E-Procurement portal (CPPP) <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

**Note:**

1	The Bidders are advised to read the whole document carefully and submit their tender/ bid strictly meeting with the requirements spelt out in the bid document.
2	While E-tendering all the supporting documents as stated in Annexure A have to be signed in each and every page serially numbered along with seal and shall be uploaded by the Bidders and the same will be downloaded by IPA at the time of evaluation. No hardcopies need to be sent to the IPA.
3	On submission of bid, if it is found deficient with reference to the requirements spelt out in the bid document, it will be summarily rejected, without assigning any reason.

## SECTION II – GLOSSARY

In this bid document and in the ‘Contract’, unless the context otherwise requires:

- i) “Accepting Authority” means any officer who is declared as accepting authority with respect to any deployed outsourced Human Resource by Managing Director of the Indian Ports Association.
- ii) “Authorized representative” means any Officer of IPA authorized by the Competent Authority, who is responsible for supervising, administering the Contract, certifying payments due to the Contractor, and other functions as specified in this contract.
- iii) “Bid” (including the term ‘tender’, ‘offer’, ‘quotation’ or ‘proposal’ in certain contexts) means an offer for rendering services or execution of works made in accordance with the terms and conditions set out in the bid document “Outsourcing Work for Specialized Human Resource”.
- iv) “Bid documents” (including the term ‘bid documents’ or ‘Request for Proposal Documents’ in certain contexts) means a document issued by IPA, including any amendment thereto, that sets out the terms and conditions of the given e- tender and includes the invitation to bid.
- v) “Bidder” (including the term ‘tenderer’ or ‘service provider’ or ‘Human Resource agency’ in certain contexts) means any person (in the form of sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, Societies Registration Act, etc), participating in the e-tendering process with IPA;
- vi) “Bidder registration document” means a document issued by IPA, including any amendment thereto, that sets out the terms and conditions of registration proceedings and includes the invitation to register for the e-tender;
- vii) “Competent authority” means the Managing Director or any officer(s) authorized by the Managing Director of Indian Ports Association, New Delhi which is registered in Delhi under the Societies Registration Act, 1860.
- viii) “Contract” (including the terms ‘Work Order’ under certain contexts), means a formal legal agreement as may be amended, supplemented or modified in accordance with the terms of contract in writing relating to the subject matter of the tender, executed between Indian Ports Association and the Service Provider / Human Resource Agency / Contractor together with the documents referred to therein including general conditions, special conditions of Contract, Priced and instructions issued from time to time by IPA and all these documents taken together shall be deemed to form one contract and shall be complementary to one another, which are in compliance with all the relevant provisions of the laws of India.
- ix) “Contract Period” a period of two years from the date of signing of contract agreement which may be extendable for a further period of one year.
- x) “Contract price” means the sum named in the tender subject to such additions thereto or deductions there from as may be made under the provisions herein after contained.
- xi) “Contractor / Service Provider / Human Resource Agency” means the person or persons, firm or company whose tender has been accepted by the competent authority and includes contractor’s representative, successors and/or permitted assigns for the subject Contract.
- xii) “Day” means a day of 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
- xiii) e-Tender” means conducting of procurement processes by IPA with bidders for the acquisition of works and services through the use of information and communication technology (specially the

internet) with the aim of open, non-discriminatory and efficient procurement through transparent procedures.

- xiv) “Earnest Money Deposit’(EMD)” means a security from a bidder securing obligations resulting from a prospective contract award with the intention to avoid; the withdrawal or modification of an offer within the validity of the bid, after the deadline for submission of such documents; failure to sign the Contract or failure to provide the required security for the performance of the Contract after an offer has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the Bid documents.;
- xv) “Head of the Department” means Executive Director / Chief Administrative Officer of IPA or any other officer assigned such duties by Managing Director of the Indian Ports Association.
- xvi) “Head of the Organization” means Managing Director of the Indian Ports Association.
- xvii) “Local Manager” means the manager deployed by the selected bidder for supervising the work of deployed outsourced Human Resource on daily basis.
- xviii) “Month” means a month according to Christian calendar.
- xix) “Notice inviting tenders” (including the term ‘Invitation to bid’ or ‘request for proposals’ in certain contexts) means a document and any amendment thereto published or notified by IPA, which informs the potential bidders that it intends to procure services and/or works.;
- xx) “Pre-qualification document” means the document including any amendment thereto issued by IPA, which sets out the terms and conditions of the pre- qualification bidding and includes the invitation to pre-qualify;
- xxi) “Reporting Officer” means any employee under whose supervision any outsourced Human Resource is deployed.
- xxii) “Responsive bid”, in relation to a bidder, means a bid submitted by a bidder that conforms to all material aspects and conditions specified in the Section V – Evaluation of the Bid document. If any requirements specified in Section V – Evaluation of the Bid document are not complied with or changes are made by the bidder in the tender document or if there is non-usage of the prescribed forms stipulated in the bid document, the bid shall be considered as non-responsive and shall be summarily rejected.
- xxiii) “Reviewing Officer” means any officer who is supervising the work of any deployed outsourced Human Resource as well as his Reporting Officer.
- xxiv) “Tender” means the Contractor’s priced offer to IPA for the execution and completion of the works and the remedying of any defects therein in all accordance with the provisions of the Contract, as accepted by the Work order.
- xxv) “Week” means seven days without regard to the number of hours worked in any day in that week.

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## SECTION III –INSTRUCTIONS TO THE BIDDERS

### 1. GENERAL:

- i) Electronic Tenders (Online) are invited following **by INDIAN PORTS ASSOCIATION (IPA)** from eligible bidders for “Outsourcing Work for Specialized Human Resource”. **(For details refer Annexure - G of Section X – Annexures and Forms)**
- ii) The bid document containing the entire details is available at the E-Tender Portal [www.ipa.nic.in](http://www.ipa.nic.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) for downloading during the period specified in the **NIT (Section – I)**.
- iii) The Bidders must fulfil the techno-commercial criteria for pre-qualification and other requirements stipulated in **Section IV – Techno-commercial qualification criteria for the bidders** of the bid document. The tender shall remain valid for a period of **120 days** from the date of opening of the Technical Bid – Techno–commercial bid.
- iv) The Contract Agreement will be in force initially for a period of **Two years** from the date specified in the Work Order and extendable for a further period of **One year** with the same rate, terms and conditions to be decided on mutually agreed basis, as per the requirement of Indian Ports Association.

### 2. PRE-BID MEETING

A pre-bid meeting will be conducted on the date, time and place as specified in **NIT (Section – I)** at Indian Ports Association, New Delhi. Interested bidders can send their queries to the designated e-mail by n at 11.00 Hrs. and may participate in the pre- bid meeting the replies to queries will be published on the website, which shall form part and parcel of the contract agreement. Any queries received after the due date shall not be considered and no reply to such queries will be given.

### 3. REGISTRATION OF BIDDERS ON PORTAL:

The intending Bidders are required to register in the website <https://eprocure.gov.in/eprocure/app> by clicking “**Online Bidder Enrolment**” option in order to obtain user-id and password at first and then to activate their respective user-id by using Digital Signature Certificate (Class III).

### 4. BIDDER'S RESPONSIBILITY:

- i) The bidder, at the bidder’s own responsibility and risk are encouraged to visit at their own cost and examine the IPA for required Human Resource and obtain all information that may be necessary for preparing the bid and entering into a contract.

It is implied that on submission of the tender, the Bidder is deemed to have clearly understood and satisfied himself regarding the work and all conditions likely to be encountered during the execution of the work thereof. The service charges quoted in the **Part – II Price bid Annexure – K** are adequate and all-inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work mentioned in the subject tender.

- ii) Further the Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a Contract Agreement as provided in **Annexure B** with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender document together with the written acceptance shall form a binding agreement between IPA and the Contractor.
- iii) The Bidder shall furnish a certificate of Acceptance on Technical and commercial terms and conditions in the enclosed **Annexure - H**.
- iv) Any bidder who is claiming exemption from payment of EMD based on any Central/State Government certification, shall furnish a declaration and undertaking as in the enclosed **Form VI of Annexure A**.
- v) The Bidder shall submit a declaration as provided in the **Annexure-H** of the bid document that the Bidder has no litigation or arbitration proceedings against IPA for a period of past 5 years and that the bidder has not been blacklisted or debarred in the last 3 years from providing service by any of the Central / State Government / Nationalized Banks/ Autonomous bodies / PSEs/PSUs and any other organizations in India prior to the submission date of tender mentioned in the NIT and the same shall be uploaded along with the bid document in the E-tender portal.

**5. CORRECTION / VARIATION:**

- i) All corrections and alterations in the entries of the bid documents shall be attested with full signature of the Bidder with date. No erasures or over-writings shall be made.
- ii) The Bidders should not upload any revised or amended offers after the opening of the tender. If any such document is found in the bid, the same shall be rejected.
- iii) The bidder's proposal is deemed to include, all prices for the **Scope of Work** specified in **Section VII** of the bid document and no arithmetical correction or price adjustments are allowed.
- iv) Tender should be complete in all respects for taking a decision immediately on opening of the tender.

**6. TRANSFER OF BID DOCUMENTS:**

Transfer of bid documents downloaded by one intending Bidder to another is not permissible.

**7. ADDENDA / CORRIGENDA:**

Addenda/Corrigenda/clarification, if any to the bid documents will be issued by the IPA only in the E-tender portal and IPA's website, prior to the date of opening of the tenders.

**8. INCOMPLETE DETAILS AND CANVASSING:**

IPA does not bind itself to accept the lowest tender and may reject any or all tenders received without assigning any reason, whatsoever. Tenders in which any of the particulars and prescribed information is inadequate or incomplete in any respect and / or prescribed conditions are not fulfilled, such tenders are liable to be rejected. Canvassing in any form by the Bidders shall result in their tender being rejected.

**9. HISTORY OF LITIGATION**

A consistent history of litigation or arbitration awards against the applicant/bidder may result in disqualification.

**10. SIGNING OF THE BID DOCUMENTS:**

All pages of the bid documents and the documents submitted in support of the eligibility of the Bidder pre-qualifying in the tender (as stated in **Annexure A**) to be uploaded by the Bidder, which shall be originally signed with date and seal at the lower right hand corner and shall be serially numbered, wherever required by the Bidder himself or a person holding power of attorney duly authorized and competent to do so on behalf of the Bidder, as furnished in **Form V of Annexure A** of the bid document, before submission of the tender.

**11. DECLARATION BY THE BIDDER**

The bidder, shall furnish a declaration to the effect, that he has completely read the bid documents and found himself to be eligible before submission of the bid, as specified in **Form VII of Annexure A**.

**12. BID SUBMISSION**

- i) Such of the registered bidders, who intend to bid, are required to download and print out the bid document along with its Annexures and forms and fill up the same. A scanned copy of such filled up bid document shall be submitted online through the above website using their respective user-id and password in order for their bid to be considered. The bidders shall also upload the scanned copies of the supporting documents in the form and manner as mentioned in the "**Qualification and Responsiveness Information of Annexure A**" of the bid document.
- ii) The bid follows e-tender system and bidders are required to submit techno commercial / qualification details in Technical Bid and Price bid separately in Financial Bid electronically. Both shall be submitted simultaneously.
- iii) Both Part I and Part II bid documents are required to be submitted only through the above mentioned electronic mode and tender submitted through any other mode will be summarily rejected and no correspondence on such matter will be entertained for the reasons whatsoever.

**13. EARNEST MONEY DEPOSIT (EMD):**

In order to be considered for the bid, the Bidder shall make payment of EMD of Rs. 2,00,000/- (Rupees Two lakh only) through RTGS/NEFT to the account whose details are provided as below:

A	Name and address of the bank	Indian Overseas Bank, Lok Kala Manch, Lodhi Colony, New Delhi- 110003.
B	Name of the branch	Lok Kala Manch Branch.
C	IFSC code	IOBA0001498
D	Account Number	149801000002360
E	Type of Account	Savings Account

F	Contact Details	<p>1. Prema Kumar Pillai  <a href="mailto:prem.mpt@gmail.com">prem.mpt@gmail.com</a>  Mobile: 9822388841</p> <p>2. Amit Kumar Sethi  <a href="mailto:amitsethi.ipa@gmail.com">amitsethi.ipa@gmail.com</a>  Mobile: 8335056653</p>
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- i) While submitting their bid, the bidder shall upload the scanned Unique Transaction Reference (UTR) number details or any other electronic transaction details in the **Form II of Annexure A** towards the successful remittance of the Earnest Money Deposit (EMD). The Earnest Money Deposit (EMD) remitted in any other form will not be considered and such tenders will be summarily rejected.
- ii) The Earnest Money Deposit (EMD) furnished by all unsuccessful bidders will be returned through an e-payment system, after the expiry of the final tender validity period but not later than 30 (thirty) days after award of Contract or signing of the Contract Agreement, whichever is earlier. The Earnest Money Deposit (EMD) of the successful bidder shall be adjusted against Security Deposit as per para 7 of Section VI.
- iii) The EMD will be forfeited, if the bidder withdraws or modifies an offer within the validity period of the bid, after the deadline for submission of such documents.
- iv) If the successful bidder fails to remit the Performance Security after the issue of letter of intent within the specified or extended time, the EMD shall be forfeited and the bidder shall be debarred/black listed for a period of three years.
- v) No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.
- vi) Any bidder who is claiming exemption from payment of EMD based on any Central/State Government certification, the same shall be considered for such exemption provided that the firm uploads the said valid certificate copy at the time of submission of their bid documents along with the details duly filled in **Form VI of Annexure A**.

#### 14. UPLOADING OF BID DOCUMENTS

- i) The Bidder shall on its own responsibility have to download and upload the bid document in the provided E-tender portal. The Bidder has to make his own arrangements to overcome the internet, electricity or other connectivity failures to complete the tender filling online at his own risk and cost and IPA will not be responsible for such failures or shall not be liable to extend or accept such delayed or incomplete tender, for reasons whatsoever.
- ii) The terms of the tender schedule, conditions of contractor any other documents attached to the bid document shall not be defaced or detached from it and the same has to be uploaded in whole as per the instructions provided in the bid document or in the E-tender portal or format for Tenders Acceptance letter is attached as **Annexure - H**.

**15. DOCUMENTS TO BE UPLOADED BY THE BIDDER TO PARTICIPATE IN THE E-TENDER**

In order to file an error-free tender, the bidders may make use of the qualification documents to be uploaded list provided in the **Qualification and Responsiveness Information in Annexure A** of the bid document to identify the documents to be scanned and uploaded in support of their bid. The list is not exhaustive and only indicative. Hence the Bidder is advised to read the entire bid document carefully and determine any other documents which need to be uploaded, as a support to their qualification to the bid.

**16. QUOTING OF SERVICE CHARGES FOR PRICE BID:**

- i) The bidder shall quote the rate of service charge in percentage as specified in “**Part – II Price Bid ( Annexure - K)**”.
- ii) The quoted service charge shall not be less than five (5) percent and shall not be more than ten (10) percent.
- iii) The service charges quoted in percentage shall be paid on the minimum or actual wages/remuneration actually disbursed every month based on the deployed Human Resource, *excluding ESI, EPF, Bonus, Taxes or any other charge.*
- iv) Applicable taxes, if any payable, shall be reimbursed over and above the quoted rates on production of documentary evidence.
- v) The Bidder shall quote the rate (of service charge) in figures as well as in words in English. In case of any discrepancy between figures and words, the rates in words shall prevail.

**17. BID OPENING:**

The **Part I – Techno-commercial Bid** containing the techno-commercial documents listed in the **Qualification and Responsiveness Information in Annexure A** and any other documents uploaded by the Bidders will be opened through online on the scheduled date and time as indicated in the NIT, in the presence of such bidders and/or their authorized representatives, who wish to be present at the time of opening, at their own cost.

**18. PAYMENTS**

All payments will be made only in Indian Rupees and no foreign exchange is available for this work.

**19. EXPENSES INCURRED BY THE BIDDER**

IPA shall not be responsible for any direct or indirect expenses incurred by the Bidders in preparing, submitting and/or personally attending at the time of opening the techno- commercial bid / price bid or at any other time.

## 20. COMMUNICATION FOR INFORMATION

Any further information regarding the subject tender may be obtained in writing from the undersigned.

Managing Director,  
Indian Ports Association,  
1<sup>st</sup> Floor, South Tower,  
NBCC Place, Bhisham  
Pitamah Marg, Lodhi Road,  
New Delhi - 110003.  
Tel. No. 0091-011-24369061/63, 24368334

## 21. PERFORMANCE SECURITY

Contractor will deposit performance security @ Three Percent (3%) of the accepted tender cost/ awarded cost as performance security within ten days (10) days from issuance of the letter of award by IPA. The performance security is to be deposited by the contractor in the form of Demand Draft /NEFT favoring "IPA" payable at New Delhi. Performance Security can also be in the form of Bank Guarantee.

The performance security shall remain with IPA for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including Defects Liability Period (DLP).

The performance security will be forfeited and credited to the IPA's account in the event of a breach of contract by the contractor/ termination of contract under any clause(s) of the contract. On expiry of a period of 60 days beyond the Defects Liability Period, the Engineer-In-Charge shall, on demand from the Contractor, refund to him the performance security (without any interest) provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor.

## 22. SECURITY DEPOSIT

Security Deposit shall be deducted from gross amount of each running bill of the contract at the @ 3% till the overall deducted security deposit (including earnest money deposit) reaches 3% of the accepted tender cost / award cost. The earnest money deposit shall form part of security deposit and shall be adjusted accordingly.

- 22.1 Refund of Security deposit:** The security deposit of 3% deducted from the each running bill of the contractor shall be refunded along with payment of final bill after successful completion of the work in all respect.
- 22.2** On expiry of a period of 60 days beyond the Defects Liability Period, the Engineer-In-Charge shall, on demand from the Contractor, refund to him the remaining portion of the security deposit provided the Engineer-in- Charge is satisfied that there is no demand outstanding against the Contractor.
- 22.3** No interest shall be payable to the contractor against the Security Deposit furnished / recovered from the contractor, by the IPA under any circumstance whatsoever. The security deposit will be forfeited and credited to the IPA's account in the event of a breach of contract by the contractor/ termination of contract under any clause(s) of the contract.

## SECTION IV –TECHNO-COMMERCIAL QUALIFICATION CRITERIA FOR THE BIDDERS

### TECHNICAL BID – Techno-commercial bid

Qualifying criteria to be met by bidders to qualify for award of the contract is specified as follows:

**A. The bidder shall have the meaning as stated in the S. No. (iv) of Section – II (Glossary).**

*“Bidder” (including the term ‘tenderer’ or ‘service provider’ or ‘Human Resource agency’ in certain contexts) means any person ( in the form of sole proprietor) or firm or company or any other legal entity (registered under the Companies Act, Societies Registration Act, etc), participating in the e-tendering process with IPA;”*

**B. Eligibility Criteria:**

The bidder shall have following valid statutory documents as on the date of submission of bid:

- i) Contract Labour License issued by the Competent Authority for at least 150 Human Resource.
- ii) PSARA License issued by the Competent Authority
- iii) Establishment Registration Certificate
- iv) Code numbers allotted by ESIC and EPF Commissioner
- v) GST Registration certificate
- vi) PAN Card
- vii) The bidder have registered office / branch office in New Delhi / NCR.
- viii) The bidder shall not have any litigation pending against it which is filed against it by any of its employee / ex employee related to non payment of emoluments / wages / bonus / statutory dues etc. or in any other matter which is considered detrimental to the interest of employees by IPA.
- ix) The bidder shall have at least 02 Specialized Human Resource viz. Technical Assistant / Management Assistant / Legal Associate / Research Associate / Company Secretary / Chartered Accountant on its payroll as on 31.03.2025 duly supported by documentary evidence such as PF / ESI / Any other relevant document.

**(The designation of the human resource on payroll may differ but they must possess minimum qualifications as prescribed in tender document for the mentioned designations)**

**C. Experience:**

The bidder should have successfully completed similar works /contracts as detailed below during the three years (i.e. any three of 2021-22, 2022-23, 2023-24 and 2024-25), with either of the following in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc.

- i) Three similar completed works/contracts each costing not less than Rs. 200.00 Lakhs each.  
or
- ii) Two similar completed works/contracts each costing not less than Rs. 250.00 Lakhs each.

or

- iii) One similar completed work/contract costing not less than Rs. 400.00 Lakhs each.

The above said details shall be furnished by the bidder in the **Form IV of Annexure A**.

**Note:**

- i) Similar works/contracts means the Contractor should have provided Human Resource/ on contract/outsourcing basis for different posts, at any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc.
- ii) The experience certificate shall be considered as per the initial work order and the completion of extended period of contract, subject to submission of satisfactory completion certificate.
- iii) In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to submit TDS certificate or 26AS or GST Returns for the past experience, only then the experience will be considered.
- iv) Only the documents stated in **Form III** and **Form IV** of **Annexure A** shall be considered for evaluation and any other documents uploaded but not stated in the above mentioned **Form III** and **Form IV** of **Annexure A** shall not be considered for evaluation.

**D. Financial Capability:**

Average Annual turnover during the three financial years (i.e. any three of 2021-22, 2022-23, 2023-24 and 2024-25), should be at least Five (5) Crores (average). The details shall be furnished by the bidder in the **Form III of Annexure A**.

## SECTION V – EVALUATION OF THE BID DOCUMENT

### 1. Determination of Responsiveness

A responsive tender is one which inter-alia conforms to all the terms and conditions including general and special conditions of the entire bid documents without any deviation or reservation and the same shall be determined as prescribed below:

The bidders should scan and upload the following documents in the e-tender portal, failing which their offer will be treated as non-responsive and their bid will be summarily rejected without techno commercial evaluation.

- i) Proof of payment of EMD by RTGS/ NEFT etc
- ii) The Copies of valid certificate issued by Central/State Government for exemption from payment of EMD, if applicable.
- iii) The bidder must upload self-attested copy of its PAN, GST, EPF, ESI as stated in the **Qualification and Responsiveness Information Annexure A**
- iv) A self-attested copy of Labour License issued for supply of Human Resource by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act, 1970.
- v) A self-attested copy of PSARA License issued for supply of security Human Resource under Private Security Agencies (Regulation) Act, 2005.
- vi) Copies of self-attested, original registration certificate documents incorporating the legal entity and defining its legal status, place of registration and principal place of business, etc.
- vii) Declaration of Authorized Representative of the bid in **Form V of Annexure A in non- judicial stamp paper** with denomination not to be lesser than Rs.100/-. The proprietor of the firm, who bids, has to declare the authorized representative of the firm/company
- viii) The bidder must not have been declared ineligible / black listed by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies in the past 3 years prior to the date of publication of NIT. A declaration to the effect should be furnished in **Annexure - H**.
- ix) Information regarding any litigation and arbitration against IPA during the past five years prior to the date of publication of NIT, in which the Bidder is involved, the parties concerned and disputed amount in **Annexure - H**.

### 2. Techno-Commercial Evaluation

- i) The documents uploaded by the bidder as specified in Form IV of **Annexure A** read with Section IV (B), will be evaluated basing on the performance certificate / work / contract completion certificate of similar nature of the work and value of the work fulfilling the eligibility criteria.
- ii) The financial capability will be evaluated based on the information provided in **Form III of Annexure A** read with **Section IV(C)**.
- iii) After scrutiny of the documents uploaded in the **Part I – Techno- commercial Bid**, the eligible bidders will be pre-qualified based on the details provided by them.
- iv) The tenders, which do not satisfy the qualifying criteria as mentioned under **Section IV – Techno-commercial qualification criteria for the Bidders**, shall be rejected without assigning any reason.
- v) IPA may verify the original documents of the scanned copies uploaded by the Bidder during evaluation or at any time, if required. In case the documents submitted by the bidders found to be forged/ false, IPA will take appropriate penal action including cancellation of the work order issued and blacklisting of the firm/ company for a period of 3 years.

- vi) The shortlisted bidders after the techno commercial evaluation will be informed through e-mails after short listing and the same will also be published in IPA website. Any bidders who had participated in the tender having any objections or observations shall inform the same to the designated e-mail id, within a period of seven days from the date of publishing in the website. Objections if any, received after this date shall not be entertained.
- vii) Objections so received will be duly examined as per the terms and conditions of the tender and the decision will be posted on the website. The decision of the competent authority, in this regard, shall be final and binding and no further objections will be entertained once the decision is finalized.

### **3. Price Bid Evaluation**

- i) The bidders shall quote rates as Service Charges in the format provided in “**Part – II Price Bid ( Annexure - K)**” of the bid document. The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by IPA on a date and time to be notified later. The bid shall be opened in the presence of such bidders and/or their authorized representatives, who wish to be present at the time of opening, at their own cost.
- ii) After opening of the price bids, the same shall be listed out and read out to the bidders who are present at the time of opening of price bid and no separate communication on the price quoted shall be sent to the bidders.
- iii) The price bid will be evaluated based on the Service Charges quoted by the bidders in the “**Part – II Price Bid ( Annexure - K)**” and the bidder quoting the lowest percentage rate will be declared as the successful bidder.
- iv) If the quoted lowest percentage rate happens to be the same for more than one bidder, the bidder having highest similar works /contracts value during the three years (i.e. any three of 2021-22, 2022-23, 2023-24 and 2024-25) in Delhi & NCR region shall be declared as L1 bidder followed by others by adopting same formula.
- v) If the value of similar works /contracts value during the three years (i.e. any three of 2021-22, 2022-23, 2023-24 and 2024-25) in Delhi & NCR region also happens to be the same for more than one bidder, then the L1 bidder shall be declared by drawing lots followed by others by adopting same formula until it reaches up to bidders with different similar works /contracts value.

### **4. Splitting of Contract**

- i) In order to ensure continuous supply of Human Resource or in cases of emergency requirement, IPA reserves the right to split the contract between and among the eligible bidders who are techno commercially qualified in the ratio of 50:30:20, if there are three or more eligible bidders and in the ratio of 60:40, if there are only two eligible bidders.
- ii) In such case, the engagement of Human Resource may be distributed among the other bidders by counter offering the L1 rate, to the next lowest bidders (i.e.,) L2 (in the case of two eligible bidders) and L2 & L3 (in the case of three eligible bidders) and so on, provided they agree to match the L1 rate.

### **5. Award of Work**

Work shall be awarded to the lowest bidder, subject to the work experience and fulfillment of other terms & conditions and specifications. However, IPA reserve the right to split the work order into two or more parts and award the work to separate agencies/contractors in order to ensure continuous supply of Human Resource

## SECTION VI – INSTRUCTION TO SUCCESSFUL BIDDER

### 1. Letter of Intent

The letter of intent will be issued to the successful bidder through e-mail/post after evaluation and obtaining approval of the competent authority for fulfilment of the formalities. The successful bidder has to fulfil the same within 15 days from the date of issue of letter of intent or within the extended date as the case may be.

### 2. Performance Security:

- i) The successful bidder shall deposit an amount equal to 3% of the accepted tender value as Performance Security in the form of irrevocable Bank Guarantee obtained from a Nationalized Bank or a Scheduled Bank having net-worth of above Rs.100 crores having its Branch at New Delhi and en-cashable at New Delhi in the form as per specimen in the **Annexure - C** of the Bid document shall be in compliance for a digital confirmation for the Bank Guarantee and the same shall be sent along with a letter from the Bank directly to IPA within 15 days from the date of issue of letter of intent with a claim period of 90 days.
- ii) The successful bidder may also deposit the Performance Security amount through E- payment in lieu of Bank Guarantee to the account details mentioned at the **Para No.14 of Section III** under “**Earnest Money Deposit**” of the bid document. However, IPA may relax the above time limit of 15 (fifteen) days and may extend for further period of 6 (six) days in extraordinary circumstances based on the reasons furnished by the bidder. If the Performance Security is not deposited within the stipulated period as prescribed, the Work Order stands cancelled automatically and the Earnest Money Deposit will be forfeited.
- iii) In case IPA is obliged to make any recoveries on any account from the Performance Security Deposit of the Contractor either in part or full, shall be encashed by IPA and the Contractor shall be obliged to make good the Performance Security Deposit amount within a period of 10 (ten) days after the receipt of information in this regard, failing which the Contractor shall have to pay an interest of SBI base rate MCLR+ 2% per annum for the period of delay in making good the Performance Security Deposit.
- iv) The Performance Security should remain valid for a period of 120 days beyond the date of completion of all contractual obligations of the Contractor including statutory obligations and will be refunded/discharged thereafter without any interest after adjusting any dues to IPA.

### 3. Work Order

After fulfilment of the conditions specified in the Letter of Intent, IPA shall issue Work Order to the successful bidder.

### 4. Signing the Contract Agreement:

- i) The successful bidder shall be required to execute a Contract agreement at his own cost in the pro-forma prescribed by IPA as per the **Contract Agreement Form** provided in **Annexure B** of the bid document on Delhi NCT Stamp paper of the value of Rs.100/- within 7 (seven) days of the issue of work order.
- ii) Non-fulfilment of this condition of executing a Contract agreement by the successful bidder would

constitute sufficient ground for annulment of the award and forfeiture of Earnest Money Deposit. IPA reserves the right to take action as deemed fit against such default bidder.

## **5. Security Deposit**

Security Deposit at the rate of 3% (Three) will be deducted from each running bill after adjusting the amount already deposited by the contractor as EMD subject to a maximum accumulation of **3% (Three)** of the accepted tender cost / award cost. The Security Deposit shall remain with IPA till the date of completion of all contractual obligations of the Contractor including statutory obligations and will be refunded without any interest after adjusting any dues payable to IPA.

## **6. Debarment**

A bidder shall be debarred if he has been convicted of an offence

- a) under the Prevention of Corruption Act, 1988; or
- b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

If a bidder is found to be debarred shall not be eligible to participate in any of the tender process of IPA for a period not exceeding three years commencing from the date of debarment.

## **SECTION VII – SCOPE OF WORK; STATUTORY COMPLIANCE AND CONTRACTUAL OBLIGATIONS**

### **1. Scope of Work**

The successful bidder has to provide Human Resource/Professionals possessing the educational qualification, experience, category and age, etc., as mentioned in “**Annexure G - Human Resource Schedule**” from the date to be specified in the Work Order of Indian Ports Association.

### **2. Statutory compliance and contractual obligations**

Statutory compliance and contractual obligations to be complied with by the contractor:

The Human Resource deployed by the successful bidder shall work at a place as directed by IPA. The services are subject to various statutory provisions including but not limited to Labour, Taxation, Workmen Safety, Child and Women Labour, Private Security Agencies, Environmental Protection, etc. In case of any violations or non-adherence to the same, for reasons whatsoever, **Liquidated Damages** as per **Para No.11 of Section VIII** will be deducted from the Performance Security/ Security deposit of the bidder. If such non-compliance is continued by the successful Bidder for a period of consecutive three months even after imposing of the liquidated damages for reasons whatsoever, the contract agreement is liable to be terminated.

#### **i. Income tax**

Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorizing the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.

#### **ii. Goods and service tax**

The GST shall be reimbursed by the IPA at the rates applicable from time to time on submission of bills / tax invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon. The GST shall be reimbursed by IPA to the Contractor on his making available the GST claimed by him in GSTR against IPA GST number.

#### **iii. Compliance with the EPF / ESI Act**

- a) The Contractor should adhere to the Employees State Insurance Act 1948 (34 of 1948) and Employees Provident Fund Act, 1952 and the rules/orders framed there under from time to time.
- b) The Contractor should have the EPF / ESI code / certificates and shall submit the proof in order to confirm the payments made by them. IPA’s contribution shall be reimbursed only after the submission of documentary proof of payment made towards EPF/ESI within stipulated period as per the relevant Act

on account of this contract.

- c) In the 1st month of claim for reimbursement of ESI/ EPF, the Contractor shall enclose the copy of the ESI and EPF card of the entire Human Resource including the substituted Human Resource deployed by the Contractor, only upon which the claim of the Contractor will be considered.
- d) If the proof of remittance of EPF / ESI is not submitted to IPA in the subsequent month, the amount due to be remitted shall be withheld by IPA from the Contractor's bill. If the proof is not submitted in the subsequent month(s) then action will be taken to terminate the contract.
- e) Any interest or penalties payable to EPF / ESI Authorities due to the default of the Contractor, the same shall be adjusted against any dues payable to the Contractor or from Performance Security / Security deposit.

#### **iv. Contract Labour Act**

The Contractor shall furnish a valid labour license under Contract Labour (Regulation and Abolition) Act 1970 within **30 days** from the date of work order and comply with all necessary required provisions of the above Act as amended and rules/orders framed there under from time to time and shall hold valid license throughout the Contract period.

#### **v. Safety and Life Insurance**

- a) The contractor shall be fully liable and responsible for the safety and security of deployed Human Resource. He shall provide all necessary safety gears and equipments to the Human Resource as per the requirements of his/her nature of work.
- b) The contractor shall be fully liable for any compensation in case of any fatal injury/death caused to or by any Human Resource while performing/discharging their duties/for inspection or otherwise.
- c) The Contractor's attention is drawn to the provisions of the ESI Act under which insurance is available to all subscribers. Accidental & Life Insurance is also available through PM Suraksha Bima Yojana, etc.
- d) If the Life Insurance coverage under ESI Act is less than 10 Lakhs or ESI Act is not applicable, the contractor in consultation with IPA in addition to insurance under ESI Act (if applicable) shall secure appropriate Life Insurance Policy / Policies with accidental benefits for each of the deployed Human Resource to have a comprehensive total insurance coverage for a sum equal to Rs. 10 Lakhs (Ten Lakhs only), The premium towards such additional Life Insurance Policies shall be reimbursed to the contractor on actual basis by IPA.
- e) In case of any fatal injury/death caused to deployed Human Resource an immediate compensation of Rs. 5 Lakhs (Five Lakhs only) shall be paid to the nominee (legal heir/heirs in case nominee is not there) of the deceased Human Resource by the contractor in addition to insurance benefits.
- f) In addition apart from contractor's compensation, a matching compensation of Rs. 5 Lakhs (Five Lakhs only) shall be also be paid to the nominee (legal heir/heirs in case nominee is not there) of the deceased Human Resource by the IPA in addition to insurance benefits.

#### **vi. Medical Insurance**

- a) The contractor shall be fully liable and responsible for the timely health checkups and medical treatments of deployed Human Resource. He shall provide all necessary medical assistance to the

Human Resource as per his/her health benefits.

- b) The Contractor's attention is drawn to the provisions of the ESI Act under which insurance is available to all subscribers. Medical insurance is also available through PM Ayushman Bharat Yojana, etc.
- c) If the Medical Insurance coverage under ESI Act is less than 5 Lakhs or ESI Act is not applicable, the contractor in consultation with IPA in addition to insurance under ESI Act (if applicable) shall secure appropriate Medical Insurance Policy / Policies with accidental benefits for each of the deployed Human Resource to have a comprehensive total insurance coverage for a sum equal to Rs. 5 Lakhs (Five Lakhs only). The premium towards such additional Medical Insurance Policies shall be reimbursed to the contractor on actual basis by IPA.
- d) The contractor under intimation to IPA shall be fully liable for meeting the financial obligations in case of any urgent medical treatment is required for any Human Resource while he/she is under deployment in IPA. Such Financial expenditure shall be reimbursed to the contractor on actual basis after production of actual bills and necessary evidence in case this expenditure is not compensated under medical insurance policy.

**vii. Other statutory provisions**

- a) Compliance of all statutory requirements under the various Acts / Govt. Regulations in respect of the Human Resource deployed will be the sole responsibility of the Contractor. This shall include all statutory payments as applicable from time to time. However, reimbursement of applicable statutory payments or any such other statutory requirements to the Contractor shall be made subject to entering into a supplementary agreement with IPA based on mutual consent and furnishing of proof of documentary evidence of such payments to the concerned authorities for the provided Human Resource every month without fail and before submitting bills for the subsequent months.
- b) The Contractor is the direct employer of the Human Resource deployed by him at IPA under all labour legislation including Industrial Disputes Act, 1947, etc.
- c) The Contractor shall comply with all the statutory regulations that are in force and that may become applicable in future from time to time and all other matters touching this Contract agreement arising out there from.
- d) The Contractor shall be responsible for any claim/benefit/compensation under the provisions of Industrial Disputes Act, 1947 in respect of the Human Resource deployed by the Contractor at IPA. The Human Resource shall not claim any absorption/regularization of services in IPA. Undertaking from each individual deployed with recent photo shall be provided to this effect, to be submitted by the Contractor to IPA while providing the Human Resource for the purpose of the Contract. The Contractor shall be directly responsible for supervision and control of the Human Resource deployed at IPA.
- e) The Contractor shall be liable for all kinds of dues payable in respect of the Human Resource deployed under the contract and IPA shall not be liable for any dues for availing the services of the Human Resource deployed by the Contractor.
- f) All the conditions applicable under safety code, rules for the protection of health and provision of sanitary arrangements for the Human Resource deployed by the Contractor and related Labour regulations shall apply to this Contract also.

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## SECTION VIII – GENERAL CONDITIONS OF CONTRACT

1. The Contractor is the successful bidder in the subject E-Tender published by IPA for “Outsourcing Work for Specialized Human Resource”. The Contractor being the successful bidder has agreed to the terms and conditions specified in the bid document for providing the Specialized Human Resource Services more specifically detailed as per **Scope of Work in Section VII** of the bid document. These General terms and conditions of this Contract shall also form part of the tender.

### 2. **Consideration**

The price to be reimbursed by IPA to the Contractor for the whole of the work to be done and the performance of all the obligations undertaken by the Contractor as per the terms of the Contract Agreement shall be ascertained by the application of the rates provided and quoted by the Contractor in the tender.

### 3. **Period of Contract:**

The Contract is valid for a period of **Two years** from the date specified in the Work Order. The Contract **may be extended upto one year on the requirement of IPA on mutually agreed** basis at the same rates, terms and conditions as decided by IPA, if the services are required by IPA and the performance of the Contractor is found satisfactory by the IPA.

### 4. **Non-performance of Contract/ Breach of Contract**

In the event of unsatisfactory performance or non-compliance with regard to the provisions of the Contract or if any breach is committed by the Contractor of the terms and conditions of the Contract, the IPA will issue notice to the contractor indicating such unsatisfactory performance or non-compliance by the Contractor, for compliance and if the Contractor fails to comply within a period of 30 days from the date of issue of notice by the IPA, the IPA reserves the right to terminate the contract following the procedure stated in **Para No.6** of this Section below. In such event, the Performance Security and Security Deposit will be forfeited, for the loss or damages suffered by the IPA due to the breach of the Contract committed by the Contractor or its Human Resource deployed for the performance of the Contract.

### 5. **Malpractice or furnishing of false information**

In case of suppressing of any facts or furnishing of false information or malpractice committed by the Contractor anytime during the tender process and/or during the contract period, the IPA shall reject the bid in whole or terminate the Contract Agreement. In the event of such omission, the IPA reserves right to forfeit the EMD and/or Performance Security and/or Security Deposit lying with the IPA. In addition to the above, the IPA may also black list or suspend or debar the Contractor from participating in future tenders, as the IPA thinks deem fit.

6. **Termination of Contract**

- i) Consequent to the failure of the contractor to comply with the notice issued for non-performance/ breach of contract, IPA will issue a notice giving the contractor seven (7) days' time asking him to show cause as to why the contract should not be terminated.
- ii) If no reply is received or if the reply received from the contractor within given time is found to be not satisfactory, IPA will terminate the contract with immediate effect.

7. **Discontinuance by the Contractor**

If the contractor is not in a position to continue the contract, the Contractor should give a notice of 90 (ninety) days in writing, prior to the proposed date of discontinuance of the contract to the IPA. In such case, the Performance Security and the Security Deposit shall be forfeited.

8. **Foreclosure of the Contract by IPA**

The Contract may be foreclosed by the IPA by giving 30 (thirty) days advance notice to the contractor during the subsistence of the contract period without assigning any reasons. In such cases, the Performance Security Deposit and Security deposit will be refunded to the Contractor.

9. **Conflicting relationships**

A Contractor found to have a close business or family relationship with any official of IPA who is directly or indirectly related to tender or execution process of contract and who has held/is holding any post in the IPA may not be awarded a contract, unless such conflicting relationship has been resolved in a manner acceptable to the IPA throughout the tendering / contract execution process.

10. **Change in Constitution**

The Contractor / Contracting entity shall not make change in the formation, constitution or composition of its business or its name without the written consent of the IPA, during the existence of the Contract.

11. **Insolvency / Bankruptcy / Winding up, etc.,**

The IPA shall be entitled to cancel / terminate the Contract before expiry of contract period, if the Contractor is declared as insolvent or bankrupt or is unable to pay its debts or makes a composition with its creditors or if a trustee, liquidator, receiver or administrator is appointed to take over the assets or the business or the undertaking of the Contractor or if a substantial portion of the assets, property, revenues or business of the Contractor is confiscated or expropriated by the Central / State Government or any governmental agency or third party or if the law relating to the sick organization applies to the Contractor or the Contractor is dissolved or wound up or if an order shall be made or an effective resolution is passed for the winding up of the Contractor or the Contractor is reconstituted or the business or operations of the Contractor is closed either due to disputes inter-se amongst its stakeholders or otherwise.

## 12. **Liquidated damages (LD)**

If the Contractor fails to comply with any of the **Statutory and Contractual Obligations** provided in **Section VII** and other applicable acts, rules and regulations in relation to the tender, the contractor shall pay a sum equivalent to 0.5% of the value of the Contract Price for every week or part thereof subject to a maximum of 10% of the total value of Contract Price as liquidated damages, as the case may be, until fulfilling the obligations thereon. In case IPA is compelled to comply with the said failure of the contractor, the cost so incurred by IPA shall be deducted from the Security Deposit and/or Performance Security or any amount due or become due to be payable to the Contractor in addition to the said recovery of LD.

## 13. **Penalty**

- i) Any interest or penalties payable to EPF / ESI Authorities due to the default of the Contractor, the same shall be adjusted against any dues payable to the Contractor or from Performance Security / Security deposit.
- ii) When the deployed Human Resource proceeds on leave or absents himself/ herself, it will be the prime responsibility of the contractor to provide a suitable substitute, if requested by the IPA in writing. The Contractor shall provide replacement of Human Resource, in all such cases, so as to ensure adequate staff. If the Contractor does not make alternate arrangement within a maximum period of seven days, after being requested by the IPA, a penalty, at double the rate of wages per day per person absence, shall be deducted from the Contractor's bill, for such absence.
- iii) If the Contractor fails to pay wages to the provided Human Resource within the stipulated date and IPA make the payment directly to the Human Resource deployed by the contractor then in the event of such default of payment of wages by the Contractor, a penalty of 10% of the above said disbursed wages shall be levied and deducted by the IPA from the running bills / Performance Security / Security deposit/ any other payment to be made to the Contractor.
- iv) If the Local Manager is not physically present for at least four (04) days in any month for supervision, a penalty, at the rate of Rs. Two Thousand (2,000) per day for such days of absence, shall be deducted from the Contractor's bill.

## 14. **Confidentiality**

The Contractor and the Human Resource deployed as per the terms and conditions of this Contract for performance of the rights and obligations of the Contractor shall keep confidential, all the data and other information of the IPA shared or obtained during the course of work in any form during and after expiry/termination/cancellation of the Contract, except that which are available in the public domain.

## 15. **Damage to Property**

The Contractor shall be responsible for making good to the satisfaction of the IPA, any loss or damage to any structures and properties at any place of work. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his Human Resource, agents, representatives and/or Human Resource deployed by the Contractor, the contractor shall make good the loss as assessed by the IPA.

**16. Indemnification**

The Contractor shall defend, indemnify and keep indemnified and hold the IPA, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees, arising from any breach or default in the performance of any obligation on the Contractor's part to be performed under the terms and conditions of this Contract or arising from any negligence of the Contractor, or any of its agents, or its Human Resource or the person provided for the purpose of this Contract or non-fulfilment / non-adherence / non-compliance of any statutory provisions which is as per law the contractor is required to comply with. The provisions of this section shall survive even after the expiration or termination of this Agreement.

**17. Changes in terms of a concluded Contract**

No variation in the terms of a concluded contract can be made without the consent of the parties.

**18. Identity Cards/Entry Passes/Uniforms**

The contractor should arrange for providing identity cards/entry passes at their cost to his representative and Human Resource deployed under this Contract. All such deployed Human Resource shall wear the identity card at all times while at place of work on duty. Wherever Uniforms are required to be worn, the Contractor shall issue the same. Uniform, shall be worn by the deployed Human Resource, at all times while on duty.

**19. Accident or injury to workmen**

The IPA shall not be liable for any damages or compensation payable at law in respect or in consequence of any accident or injury to any workmen or any other person in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the IPA against all such damages and compensation and against such claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

**20. Dispute Resolution**

- i) In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably.
- ii) Any claim, dispute or difference relating to or arising out of this contract /tender shall be settled amicably between the parties as per the guidelines issued by Ministry of Finance vide OM No. F 11212024-PDD Dated 03.06.2024, as amended/superseded from time to time.
- iii) The contract shall be subject exclusively to the laws of India. Subject to the clause, the Courts at New Delhi shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract. Any court case pertaining to this contract / tender shall lie within the jurisdiction of the court where the headquarters of

IPA is situated.

**21. Doubt and clarifications**

In case of any doubts on the terms and condition of the tender, the same may be referred to the Managing Director, Indian Ports Association, New Delhi in writing for clarification, whose interpretation shall be final and binding.

**22. Notice**

Any notice to the contractor shall be deemed to be sufficiently served to the Contractor directly or to any person as declared in **Form V of Annexure A**, if given or left in writing at the address or sent through E-mail ID given in response to the bid document declared in the **Form I of Annexure A**. Responsibility to notify any change in address and/or email- id, entirely lies with the Contractor.

**23. Joint Venture**

Joint Ventures including Consortium (that is an association of several persons or firms or companies) are not permitted to participate in this tender.

**24. Sub-contracting**

The Contractor can assign, transfer, pledge or sub-contract all or part of the performance or services awarded by the IPA to any other party with written consent of IPA for the purpose of better execution of contract.

**25. Payments for Human Resource Deployed by the Contractor**

The IPA will reimburse the following in respect of the categories of outsourced Human Resource deployed:

- i) Minimum or Actual wages / remuneration at prescribed rate.
- ii) Contribution to Employees State Insurance (Contractor's share)
- iii) Contribution to Employees Provident Fund (Contractor's share)
- iv) Bonus actually paid, as per entitlement
- v) Any Life cum Accidental Insurance Premium as per IPA's approval on actual basis
- vi) Any Medical Insurance Premium as per IPA's approval on actual basis
- vii) Any additional compensation in case of any fatal injury/death as part of IPA's obligation
- viii) Any financial obligations in case of any urgent medical treatment as part of IPA's obligation
- ix) Any other financial obligation specifically mentioned in the contract or as decided by IPA

The above will be regulated as per extant rules and **Section VII (Scope of Work; Statutory Compliance and Contractual Obligations)** and **Section IX (Special Conditions of Contract)**.

**26. Payment of Service Charges**

The Contractor shall be paid the “Service Charges” on monthly basis as per the rate specified in the Work Order issued by the IPA. *The service charges shall be paid on the minimum or actual wages/remuneration actually disbursed every month based on the deployed Human Resource, excluding ESI, EPF, Bonus, Taxes or any other charge.*

**27. Applicable Law and Jurisdiction**

The contract shall be governed by and constructed according to the laws in force in India.

The Contractor shall hereby submit to the jurisdiction of the courts situated at New Delhi for the purpose of actions and proceedings arising out of this contract and the courts at New Delhi shall have the sole jurisdiction to hear and decide such actions and proceedings.

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## SECTION IX – SPECIAL CONDITIONS OF CONTRACT

### 1. Conditions for Deployment of Human Resource:

- i) The Contractor has to provide list of Human Resource with copy of documents in support of remuneration, qualification, experience, age as prescribed for respective category as per **Section VII – Scope of Work** before deploying of Human Resource, as follows:
  - a) List of Human Resource shortlisted by Contractor for providing to the IPA containing bio-data with full details i.e. Date of birth, educational qualification experience along with copy of certificates, community status, marital status, address and identification proof, medical fitness certificate, Photo ID Card, past remuneration record along with scoring sheet and result of screening test, if any.
  - b) Any other document considered relevant for the selected post.
- ii) The Contractor shall ensure to get the C&A verification by police for all the Human Resource provided by them and the contractor should ensure that the Human Resource deployed should bear good moral character. The Contractor should make adequate enquiries about the character and antecedents of the persons whom they are providing.
- iii) The contractor should submit the valid Identity proof such as Aadhar card, PAN card /Voters ID etc., of the Human Resource deployed by them. The Contractor will also ensure that the personnel provided are medically fit and will keep in record a certificate of their medical fitness. The Contractor shall withdraw the Human Resource deployed immediately, who are all found medically unfit during the contract period.
- iv) The personnel provided under the Contract should have good communication skill in English//Hindi and ensure discipline, integrity and enhance the image of this IPA. The Contractor shall be responsible for any act of indiscipline on the part of persons provided by them.
- v) The Contractor shall ensure that persons to be provided are not alcoholic/ drug addict and shall not indulge in any activity prejudicial to the interests of the IPA. The Contractor shall ensure proper conduct of the Human Resource deployed at work place, and enforce prohibition of consumption of alcoholic drinks/ paan/ gutka/ smoking/ unnecessary lingering without work and shall comply with IPA rules and regulations including the requirement of ISO 9001 and EMS 14001 or other version if any for which the IPA has been certified.
- vi) The Contractor upon receipt of written notice from the IPA, at any time during the currency of contract shall replace the Human Resource deployed by them, without requesting any reasons for such replacement, who is found to be incompetent to handle the assigned work or for any other reasons including but not limited to security risk, conflict of interest or breach of confidentiality or misconduct like insubordination, indiscipline, disobedience, fraudulent, negligence, etc.
- vii) The outsourced Human Resource deployed by the contractor shall not claim any Master and Servant relationship or employer and employee relationship against IPA.
- viii) The Contractor shall be solely responsible for redressing the grievances, requests and other issues of the provided Human Resource and the IPA shall not be made responsible for settlement of such issues.
- ix) If any Human Resource deployed by the Contractor is absent beyond 5 days consecutively or absent for total of 18 days in a six-month period without genuine reason & permission of reporting officer for that Human Resource, that shall be replaced by another person by the contractor as per the terms and conditions of the agreement. The Contractor shall not re-engage on his payroll such Human Resource in the IPA, who is habitual absentee to the work as mentioned above.

- x) The agency shall ensure that the deployed Human Resource shall not be below the age of 18 years.
- xi) In General, the Age Limit for the deployed Human Resource shall be as per the Age Limit defined in the Human Resource Schedule (**Annexure-G**). However, the Age Limit criteria for any category of Human Resource may be suitably relaxed by Managing Director of IPA on case to case basis.
- xii) IPA may require the agency to dismiss or remove from site of work (by giving a notice of 15 days), any person deployed by the agency, who may be found incompetent or for his/her/their misconduct and the agency provider shall forthwith comply with such requirements.
- xiii) The agency shall be responsible for payment of maternity benefits to the individual outsourced Human Resource deployed under the contract and who are eligible for payment of such benefits under the provisions of the Maternal Benefit act 1961. IPA shall reimburse the benefits paid by the agency to the concerned Human Resource deployed. The same shall be extended with the prior intimation and approval of the Competent Authority of the organization where the Human Resource is deployed.
- xiv) The agency shall be responsible for payment of paternity leave to the eligible male contractual staff up to maximum number of 15 days within six months of a child's birth or adoption with the prior intimation and approval of the Competent Authority of the organization where the Human Resource is deployed.
- xv) If any Human Resource deployed by the Contractor is absent on account of maternity leave/accident etc., it shall be the responsibility of the contractor to provide suitable substitute till the time he/she resumes the work.

## **2. Deployment and Designation of Human Resource by IPA:**

- i) The list of Human Resource provided by Contractor shall be duly examined by IPA in a manner specified by Managing Director of IPA. IPA shall examine copy of documents in support of remuneration, qualification, experience, age etc. as prescribed for respective category as per Section VII – Scope of Work before deploying of Human Resource.
- ii) If deemed necessary, the proposed Human Resource may be called for short interaction in the office of IPA at the cost of contractor before taking the final decision on deployment.
- iii) The designation of deployed Human Resource as specified in “**Annexure – G Human Resource Schedule**” is indicative only and shall be subject to change without any additional financial implications from time to time.
- iv) The existing outsourced Human Resource of IPA which is redeployed under this contract shall have same designation under which they are working at present unless they are redesignated by Managing Director of IPA.
- v) The deployed Human Resource under this contract shall have such designation as may be decided by Managing Director of IPA from time to time.

## **3. Working Hours of deployed Human Resource:**

- i) The working hours for the Human Resource deployed by the Contractor shall be regulated by the head of the department concerned in the interest of IPA. The Human Resource deployed by the Contractor should be prepared to work in shifts as may be required.
- ii) The Contractor must ensure proper attendance and shall be fully responsible for providing weekly off to the Human Resource deployed. If the contractor deploys the same Human Resource on consecutive shifts or without weekly off, it will be the responsibility of the Contractor to pay extra wages and face

legal consequences, if any.

- iii) The Human Resource deployed can avail three national holidays and one casual and one sick leave per month. A maximum of three (3) casual/sick leave prefixed/suffixed with weekly off shall be permitted at any given point of time. If any additional leave is availed beyond this, then proportionate deductions shall be done in monthly wages/remuneration. The head of the organization may exempt such deduction if such leave is availed due to any medical emergency, any unwarranted situation in family or any other justifiable situation. However, no relief from deductions shall be given in cases of unauthorized absence.
- iv) The Human Resource deployed shall report on time and if late an allowance of 15 minutes will only be allowed up to three occasions in a month, failing which, for every three days of late coming, half a day's wages/remuneration will be deducted.
- v) Usage of personal mobile phone by the Human Resource deployed during working hours is strictly prohibited and if found using, appropriate action, as deemed fit, shall be taken by the concerned Head of the Department. For any emergency contact, the official numbers of IPA as decided by Head of the Department may be used by the deployed Human Resource and their family members/relatives.
- vi) When the deployed Human Resource proceeds on leave or absents himself/ herself, it will be the prime responsibility of the contractor to provide a suitable substitute, if requested by the IPA in writing. The Contractor shall provide replacement of Human Resource, in all such cases, so as to ensure adequate staff. If the Contractor does not make alternate arrangement within a maximum period of seven days, after being requested by the IPA, a penalty, at a rate of 10% of wages per day per person absence in addition to non payment of wages for such absence, shall be deducted from the Contractor's bill, for such absence.

#### **4. Payment to Human Resource:**

- i) The Contractor shall disburse the monthly wages at rates decided by IPA to the Human Resource deployed by him at the IPA on or before 7<sup>th</sup> of every succeeding month which in any case shall not be less than the minimum wages prescribed by the Central or State Government for the respective category from time to time.
- ii) As and when minimum wages is revised the contractor shall pay at revised rate of wage to the Human Resource deployed and claim for reimbursement from the IPA duly providing documentary proof for such revision and payment disbursed, in case the monthly wages come down below minimum wages.
- iii) The wage shall be paid by the Contractor only in the designated bank account of the Human Resource deployed by him. The details of designated bank accounts along with monthly disbursement records shall be submitted to IPA with every monthly bills.
- iv) The pay slips shall be issued to the Human Resource deployed by the Contractor for every month one day before the date of payment.
- v) If the Contractor fails to pay wages to the provided Human Resource within the stipulated date, IPA shall serve a notice to the Contractor for disbursement of wages. Even after issuing notice to the Contractor, if he fails to provide the proof of having paid the due wages, within three (3) working days from the date of issue of notice, the IPA shall make the payment directly to the Human Resource deployed by the contractor and deduct the said amount from the running bills / performance security / security deposit / any other payment to be made to the Contractor. Under such circumstances the IPA will not pay any service charges to the Contractor for the respective period.
- vi) In the event of such default of payment of wages by the Contractor, a penalty of 10% of the above said

disbursed wages shall be levied and deducted by the IPA from the running bills / Performance Security / Security deposit/ any other payment to be made to the Contractor. In case of continued default, the Contract is liable to be terminated by the IPA.

- vii) The Contractor will submit the bill in triplicate on or before 10<sup>th</sup> day of succeeding month for reimbursement in the **Model invoice pro-forma** given in **Annexure E and F** with reference to rates quoted in the tender. The reimbursement will be made on pro-rata basis after necessary deduction, if any, in terms of absence of the Human Resource.
- viii) In case of payment of revised wages and other statutory requirements thereon, the Contractor shall submit a separate bill for reimbursement with supporting documents such as revision and payment disbursed to the Human Resource.
- ix) The normal time to make payment by the IPA to the contractor is 10 working days from the date of receipt of bill in full shape with supporting documents including the documents of statutory payments. The payment will be released to the Contractor by the IPA through E- payment to the bank account details furnished by the Contractor in the bid document.
- x) The Contractor should submit the bill every month or any supplementary bills along with the list of details / documents provided in the **Annexure D – Checklist for submission of bills** in the bid document. Otherwise, the bill will not be considered for making payment.
- xi) No claim for the payment from the Contractor shall be entertained after the lapse of three years of arising of the claim.
- xii) Payments to the Contractor would be strictly based on the certification of attendance furnished by the concerned department / office where the Human Resource is deployed.

#### **5. Annual Assessment of the deployed Human Resource:**

- i) Every deployed Human Resource shall have to fill up the self-assessment form as per **Annexure-I** and duly forward it through agency for continuation of deployment beyond one year. The self-assessment form should be received in IPA at least 30 days before the completion of the period of deployment under review.
- ii) The annual assessment of every deployed Human Resource shall be done by IPA as per **Annexure-J** and only that Human Resource recommended for continuance shall be retained for deployment.
- iii) The deployed Human Resource if recommended for continuance shall be given annual increment as per the decision of the accepting authority from the date of completion of the period of deployment under review.

#### **6. Re deployment of existing outsourced Human Resource in IPA:**

- i) The existing outsourced Human Resource in IPA shall be redeployed by the agency as per the recommendation of the Head of the Organization based on their performance and need of the organization.
- ii) The existing outsourced Human Resource who are eligible for redeployment shall be paid wages / remuneration as the existing wages /remuneration that they are drawing at the time of execution of the new contract plus ten (10) percent flat increment on the existing wages /remuneration.
- iii) Other than wages /remuneration, the existing outsourced Human Resource eligible for redeployment shall be entitled for all other benefits like Life Insurance, Medical Insurance, Urgent Medical Treatment,

Death/Fatal Injury compensation, Annual Increments, Honorarium, Bonus, Overtime etc. under the new contract.

- iv) The existing outsourced Human Resource in IPA which can not be redeployed at the time of execution of the new contract for any reason shall not be entitled for any further deployment under the new contract for a period of at least one year.

## **7. Other conditions:**

- i) The IPA retains the right to place orders for an additional Human Resource of the originally contracted quantity at the same rate and terms of the contract, during the currency of the contract. The Contractor shall agree to provide such additional Human Resource in the requested category, on the request by the IPA, within thirty (30) days from the date of intimation by the IPA, with same terms and conditions.
- ii) IPA reserves the right to reduce the number of persons if required by giving 1 (one) month notice to the Contractor, without assigning any reasons.
- iii) On the expiry of the contract period, the Contractor shall withdraw the Human Resource deployed by them at IPA and shall clear the accounts by paying all their legal dues. In case of any dispute arises on account of the termination of employment of the Human Resource deployed by the Contractor, it shall be the entire responsibility of the contractor to pay and settle the disputes.
- iv) The contractor shall establish a Local office in New Delhi and shall deploy a Local Manager to man such office at its own cost within one month from the award of work. The local manager shall physically supervise the deployed Human Resource on weekly basis (at least 04 times in a month) by being present at IPA office and other work places, to the satisfaction of IPA.
- v) If the Local Manager is not physically present for at least four (04) days in any month for supervision, a penalty, at the rate of Rs. Two Thousand (2,000) per day for such days of absence, shall be deducted from the Contractor's bill.
- vi) The Contractor shall be accessible through E-mail/Fax/Special Messenger/Phone from the IPA, which shall be acknowledged and responded immediately on receipt, on the same day, by the Contractor.

## **8. Adoption**

The Contract shall be governed by the provisions or amendments or clarifications issued by Indian Ports Association and any other relevant Acts and directives issued by the Government of India from time to time. It shall be binding upon the Contractor to comply with all such acts, rules, regulations and directives issued by the Government of India and/or others communicated by the IPA from time to time.

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## SECTION X – ANNEXURES AND FORMS

### ANNEXURE A

#### QUALIFICATION AND RESPONSIVENESS INFORMATION: LIST OF DOCUMENTS TO BE ENCLOSED

All bidders shall include the following information with their bids by scanning the relevant documents after being filled, signed with seal and serially numbered by the Bidder. The above shall be uploaded using their user-id and password in the E-tender portal on or before the last date of submission of tender mentioned in the NIT towards Technical Bid – Techno- commercial bid.

#### TECHNICAL BID – TECHNO-COMMERCIAL BID

Sl. No	Qualification Documents to be uploaded	Uploaded Page Ref No.
1	Notice Inviting Tender (NIT) / Annexure - H	
2	Form I – Bidder’s Bid cover letter	
3	Form II -Transaction details for remittance of Earnest Money Deposit (EMD)	
4	Form III – Financial capability [as per Section IV(C)] Copies of the Income tax return, Profit & Loss statement and Balance sheet duly certified by the Chartered Accountant	
5	Form IV – Past Experience [as per Section IV(B)] Copies of Work order and completion certificate issued by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., as provided in Section IV	
6	Form IV A – Experience / Completion / Performance certificate	
7	Form IV B – Details of TDS certificate (if applicable)	
8	Form V – Declaration of Authorized Representative of the bid [as per Para No.10 of Section III]	
9	Form VI – Declaration & Undertaking by the bidder who is claiming exemption from payment of EMD based on any Central/State Government Certification. (if applicable) (as per Para No.14(v) of Section III]	
10	Form VII – Declaration by the Bidder [as per Para No. (11) of Section III]	
11	Form VIII – Bank Mandate Form (Bank account details of the bidder)	
12	Copies of original registration certificate documents incorporating the legal entity and defining the constitution or legal status, place of	

	registration and principal place of business	
<b>13</b>	Copy of GST registration certificate	
<b>14</b>	Copy of PAN Card	
<b>15</b>	Copies of	
	1. EPF registration certificate,	
	2. ESI registration certificate,	
	3. Copy of labour license issued for past executed work /services in supply of Human Resource by the Labour Department for the contract under Contract Labour (Regulation and Abolition) Act, 1970.	
<b>16</b>	Copy of license under the Private Security Agencies (Regulation) Act, 2005 or the similar Act/Rules promulgated by State in which the service is performed (in case of Security Service)	
<b>17</b>	Total number of the pages uploaded by the bidder (mention the page no. starting from to end)	
	1. Starting page no.	
	2. Ending page no.	
	3. Total number of pages	

**(Fill the page numbers where the documents have been uploaded in the table provided above)**

\*The above qualification documents to be uploaded list is subject to changes as per the requirement of the concerned department

Place: .....

Date: .....

Signature and seal of the Authorized  
Representative of Bidder

**FORM I**

**BIDDER'S BID COVER LETTER**

(To be provided on the bidder's company letter head with signature and seal)

1. Registered Business Name :
2. Registered Business Address :
3. Name of the Contract person to whom all references shall be : made regarding this tender
4. Description and address of the person to whom all references shall be made regarding this tender :
5. Telephone :
6. Mobile :
7. E-Mail :

To

The,

Head of the Organization,

Indian Ports Association,

New Delhi 110 003.

Sir,

1. We hereby apply to be qualified for the tender invited by the Indian Ports Association, New Delhi as a bidder for the work of tender for "Outsourcing Work for Specialized Human Resource".
2. We hereby give our consent to the IPA or its authorized Representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the IPA to verify statements and information provided in this application or regarding our competence and standing.
3. We the undersigned have read and examined in detail the bid document in respect of providing Human Resource services and do hereby express our interest to provide such services.
4. We certify that the person, who shall engage in duties are competent enough and have necessary qualification for taking up this assignment. The names and positions of person who may be contacted for further information, if required, are as follows:
  - a) For Technical: Shri/Smt ..... (Name, position, Address, contact number and email id)
  - b) For Financial: Shri/Smt ..... (Name, position, Address, contact number and email id)
  - c) For Personnel: Shri/Smt ..... (Name, position, Address, contact number and email id)
5. We declare that the statements made and the information provided in the application are complete, true and correct in every detail.
6. We understand that Indian Ports Association reserves the right to reject any application without assigning any reasons.

Place: .....

Date: .....

Thanking you,

Respectfully,  
Signature and seal of the Authorized Representative of Bidder

## FORM II

### Transaction details for remittance of Earnest Money Deposit (EMD)

The bidder shall provide the details of remittance of Earnest Money Deposit (EMD) as per Para No.14 of Section III of the bid document as follows

<b>Sl. No</b>	<b>Unique Transaction Reference (UTR) No.</b>	<b>Date of transfer</b>	<b>Amount (in INR)</b>	<b>Uploaded page No. reference</b>
1				

**FORM III**

**FINANCIAL CAPABILITY**

The details of Summary of Annual Turnover of the Bidder on the basis of the Audited Balance Sheet/Chartered Accountant's Certificate with UDI No. for the last three financial years shall be given as under

<i>Sl. No.</i>	<i>Financial year</i>	<i>Total Turnover (in INR)</i>	<i>Uploaded page no. reference</i>
01	Year 20.... – .....	Rs.....	
02	Year 20..... – .....	Rs.....	
03	Year 20..... – .....	Rs.....	

Note: The Profit & Loss statement and Balance sheet to be uploaded shall be duly certified by the Chartered Accountant.

Yours faithfully,

(Signature of Authorized Person)

Place: ..... Name .....

Date: ..... Designation .....

Business Address:

.....

... Seal

.....

**FORM – IV**

**PAST EXPERIENCE**

The Bidder’s experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., for evaluating the Eligibility Criteria for pre-qualification to be provided using the format as below in compliance with **Section IV** of the Bid document as on (date)

**Details of Similar Past Experience**

Sl. No.	Name of work	Value of work executed (in Rs.)	Work order reference No.	Contract period		Date of completion certificate	Name and address of the Client	Uploaded page no. reference
				Commencement	completion			
1								

**Note:**

1. The copies of the documents containing above information like work order and completion certificate in the format attached Form IV (A) have to be uploaded duly self-attested.
2. In case of experience other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in form IV (B), only then the experience will be considered.

Yours faithfully,

(Signature of Authorized Person)

Place: .....

Name .....

Date: .....

Designation .....

Business Address: .....

Seal .....

FORM – IV (A)

EXPERIENCE / COMPLETION /PERFORMANCE CERTIFICATE

(To be issued in the Company’s official letter head, sealed and signed by the Official who had issued the work order / his equivalent or his superiors)

This is to certify that M/s ----- awarded the contract ----- and executed in this organization as per the details furnished below

- 1. Name of the work :
- 2. Work order number/ agreement number and date :
- 3. Date of commencement of execution of Contract :
- 4. Date of completion of Contract :
- 5. Date of extension, if any :
- 6. Value of the Work :
- 7. Scope of Work:
- 8. Executed value :
- 9. Period of contract :
- 10. Performance of the Contractor : Satisfactory/ Not Satisfactory
- 11. Whether any penalty is imposed:
- 12. Actual payment made:

(Signature)

Place: .....

Name .....

Date: .....

Designation .....

Organization with Address.....

.....

... Seal

.....

Note:

- (i) Furnishing the information in the format is preferable.
- (ii) However certificate(s) submitted in any other format should contain all the required information as in the Form IV A.

**FORM – IV (B)**

**DETAILS OF TDS CERTIFICATE**

In case of experience in organization other than Central / State Government / Autonomous bodies / PSEs/PSUs/ Nationalized Banks / Public Limited Companies, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded, only then the experience will be considered.

Sl. No.	Name of work	Value of work executed (In Rs.)	Work order reference No.	TDS Certificate		Name and address of the Client	Uploaded page no. reference
				No.	Amount		
1							

Yours faithfully,

(Signature of Authorized Person)

Place: .....

Name .....

Date: .....

Designation .....

Business Address: .....

.....

Seal .....

**FORM V**

**DECLARATION OF AUTHORISED REPRESENTATIVE**

(To be provided in Rs.100 /- non-judicial stamp paper)

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We..... (Name) being the (Proprietor/Partners/Karta/Managing Directors and whole time Director/Members of Managing Committee of Associations/Board of Trustees etc.) of ..... (Name of the Bidder), hereby solemnly affirm and declare that the (Authorized Signatory) is hereby authorized, vide resolution No. (Resolution Number) dated. (Resolution Date) (copy submitted herewith), to act as an authorized signatory for the business (Name of the Bidder) for which submission of bid is being filed under the tender. All his actions in relation to this tender will be binding on me/us.

Signature of the person competent to sign Name:.....  
Description:..... Name of the Business  
Entity:.....

**Acceptance as an Authorized Signatory**

I (Authorized Signatory) hereby solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorized Signatory Name:.....  
Description: .....  
Place: .....  
Date: .....

**Note:**

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual Authorized representatives followed by the name and Description of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.
2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

**FORM VI**

(To be provided on the bidder’s company letter head with signature and seal)

Date: .....

**Declaration & Undertaking by the Bidder who is claiming exemption from payment of EMD based on any Central/State Government certification**

Sl. No.	Particulars	Details
1	Is your organization Proprietary / Partnership / Private Limited Company / Public Limited Company / Others	.....
2	Does your organization belong to Micro / Small / Medium scale Industry / Start-ups/ others (Please tick mark appropriate box. If bidder is Start-up & MSE, then please tick mark both)	<input type="radio"/> Micro <input type="radio"/> Small Scale <input type="radio"/> Medium <input type="radio"/> Startup Company <input type="radio"/> Others
3	Attach the copy of the certificate	<input type="radio"/>

**Note:**

The above details are furnished only for the purpose of claiming exemption from Earnest Money Deposit.

**Declaration:**

We declare that the above details are true. In case any of the details are found to be false/untrue, our offer will be liable for rejection /cancellation of order/ subjected to appropriate actions as per tender Terms & Conditions.

Authorized Signatory  
(With Company Seal & Signature)

## FORM VII

### DECLARATION BY THE BIDDER

(To be provided in Rs.100 /- non-judicial stamp paper)

To

The Head of the Organization.

I/We M/s. represented by its Proprietor / Managing Partner /Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT

No....., dated , -

“Outsourcing Work for Specialized Human Resource” for two years which is extendable further for a period of one year with same terms and conditions with mutual understanding, if needed and accepts all conditions of the tender including amendments/corrigendum subsequently issued by the tender inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.

1. I/We have not made any counter conditions stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We do hereby declare that we have not been blacklisted/ debarred by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., from taking part in the tendering process.
3. I/We have not made any payment or illegal gratification to any person/authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
4. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the board of Trustees of Indian Ports Association to take further action in to the matter.

#### Witness's

Signature:

Name:

Address:

Tel. No:

Mobile no.:\_

Date:

#### Bidder's

Signature:

Name:

Address:

Tel. No:

Mobile No:

Date:

## FORM VIII

### BANK MANDATE FORM

1. Name of the company:
2. Status:
3. Bank Name, Address & Branch:
4. IFSC Code:
5. MICR Code:
6. Account No.:
7. Branch Code:
8. Name of the Authorized Person:
9. Signature of the Authorized person as per Bank:
10. E-Mail ID of Authorized Person:
11. Contact No. Landline/Mobile:

Copy of cancelled cheque may be enclosed if Bank signature not obtained.

Name & Seal of the Bank with Date

## ANNEXURE B

### CONTRACT AGREEMENT FORM

(To be entered in Rs. 100/- non-judicial stamp paper)

This AGREEMENT is made on this ..... day of .....Month of Two Thousand ..... ( , 24) between Indian Ports Association, an apex body of Major Ports constituted in 1966 under Societies Registration Act, represented by its Management Director having its office at 1<sup>st</sup> Floor, South Tower, NBCC, Bhisham Pitamah Marg, Lodhi Road, New Delhi 110 003(herein after referred to as the Association which expression shall unless excluded by or repugnant to the subject or context be deemed to include the successor in office) of the one part

and

M/s....., (a partnership firm / proprietorship firm / company registered under the laws of India) having its place of business at ..... represented by its (Description) Shri....., s/o..... (hereinafter referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or his successors in office) of the other part

**WHEREAS** Indian Ports Association, New Delhi is desirous of the work comprising “Outsourcing Work for Specialized Human Resource”

**WHEREAS** the Contractor has offered to execute and complete such works and whereas IPA has accepted the tender of the Contractor and

**WHEREAS** the Contractor has furnished a sum of Rs ..... /- (Rupees ..... only) as Earnest Money Deposit (EMD) at the time of tendering, which will be adjusted against Security deposit as stipulated in **Para No.7** of the **Section II** of the bid document and the Security deposit will be collected by deductions from the monthly running bills, at the rates mentioned therein for the due fulfilment of all the conditions of the Contract.

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this agreement words and the expressions shall have the same meanings as are respectively assigned to them in the conditions of the contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz.

1. Notice inviting tender
2. Instruction to the Bidders
3. Scope of Work, Activity Schedule and other requirements
4. General Conditions of Contract
5. Special Conditions of Contract
6. Annexure and Forms

- 7. Price bid
- 8. Work Order No.....
- 9. Any correspondences and documents that touching the tender/Contract.

The Contractor hereby covenants with IPA to deploy Human Resource in complete and maintain the “Human Resource” in conformity and in all respects with the provisions of this Agreement.

IPA hereby covenants to pay the Contractor in consideration of such services for the “Contract Price” at the time and in the manner prescribed in the Tender/Agreement.

**IN WITNESS WHEREOF** the parties here into have set their hands and seals the day and year first written.

The seal of the Head of Indian Ports Association was here into affixed and

The thereof, has set his  
Hand in the presence of

Indian Ports Association

Signed and sealed by

The Contractor in the presence of

Witness with signature

1) Name & Address

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

2) Name & Address

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

**ANNEXURE C**  
**FORM OF BANK GUARANTEE**

**(For Performance Security)**

1. In consideration Head of Indian Ports Association (hereinafter called as "IPA") represented by its Managing Director having agreed to exempt M/s \_\_\_\_\_ (hereinafter called "Contractor") from the demand, under the Term and conditions of contract awarded with number----- made between IPA and the Contractor for "Outsourcing Work for Specialized Human Resource" (hereinafter called "Agreement") of Performance Security for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees only).
2. We ,..... (hereinafter referred to as the Bank) at the request of the Contractor(s) do hereby undertake to pay to the IPA an amount not exceeding Rs...../-(Rupees..... only) against any loss or damage caused to or suffered or would be caused to or suffered by the IPA by reason of any breach or non-performance by the said Contractor(s) of any of the terms and conditions contained in the said Agreement.
3. We, the Banker of the Contractor do hereby undertake to pay the amounts due payable under this Guarantee without any demur, merely on a demand from the IPA stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IPA by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the Contractor(s) failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs \_\_\_\_ /-.
4. We undertake to pay to the IPA any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings before any Court of Tribunal relating thereto our liability under this present being absolute and unequivocal.
5. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
6. This Bank Guarantee shall be valid upto..... ("Period"). We, the Bank further agree that the Guarantee herein contained shall remain in full force and effect during the Period and that it would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the IPA under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the IPA certified that the terms and condition of the said Agreement have been fully and properly carried out by the said Contractor's and accordingly discharges this Bank Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Bank Guarantee period we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the IPA but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the IPA may require.

7. We, the Bank further agree the IPA, that the IPA shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IPA against the said Contractor(s) or for any forbearance, act or omission on the part of the IPA or any indulgence by the IPA to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have effect of so relieving us.
8. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
9. We, the Bank hereby undertake not to revoke this Guarantee during its currency except with the previous consent of the IPA in writing.

Dated the ..... day of ..... month of 20..... at .....

**ANNEXURE D**  
**CHECK LIST FOR BILL SUBMISSION**

The Contractor shall utilize this checklist to verify the list of documents to be submitted along with the bills and any supplementary bills for payment. Any bill that contains the necessary documents and / or not in compliance with the mentioned below list applicable for the respective case, the bill will not be considered for making payments.

Sl. No.	Check list for submission of bills				
1	Contractor Name & PAN				
2	NIT No.				
3	Work order No & Date				
4	Contract agreement				
5	Contract valid up to				
6	Contract Bill No/date period. Inward Document No. & Date No. of Human Resource to be provided & actually provided				
7	Details	Compliance by Contractor	Verified & certified by concerned Dept	Verified by Finance Dept	Remarks
8	EMD - To be refunded/ Adjusted/ Exempted				
9	PAN Copy	Yes			
10	GST copy	Yes			
11	EPF license Copy of contractor				
12	ESI license Copy of contractor				
13	Pvt security Agency certificate				
14	Authorized representative				
15	Performance Security, BG Copy Amount & valid upto				
16	Security Deposit to be recovered	Yes			
17	List of Human Resource deployed with Name, Date of birth, details of educational qualification, experience, category, Community status, Marital Status, age etc., enclosed address identification proof, Medical fitness, Photo ID, scoring sheet in screening test, if any conducted by Contractor. *Details as per clause of section IX should be provided during the first month of the said Human Resource deployment and in the 1st month of additional deployment if any.				
18	All statutory provisions complied				
19	Income Tax to be deducted/ lower deduction. If lower				

	deduction certificate copy enclosed and valid upto				
20	Invoice submitted by Contractor as per GST compliance				
21	ESI/EPF card copies of Human Resource deployed & proof of remittance made				
22	Month for which ESI/EPF proof submitted				
23	Payment of Bonus, if any, proof of Bank account enclosed				
24	Contract labour license enclosed				
25	Insurance taken and valid upto, no. of lives				
26	Safety Shoes & gloves etc provided wherever required				
27	Undertaking from each Human Resource with photo provided in the first month of such Human Resource deployed & each time when new Human Resource is deployed				
28	LD if any recoverable				
29	Any penalty/condonation for force majeure clause & its proof & approval				
30	Any recovery to be made for damages				
31	ID cards issued & worn, uniform, if applicable, were worn				
32	No dispute declaration				
33	Minimum wages paid & ESI/EPF remitted without any delay				
34	C&A verification by Police for Human Resource deployed, each time to be submitted new person is deployed				
35	Bio-metric attendance enclosed duly certified by the Authorized officer of the IPA and bank statement copy				
36	Any notice issued by IPA to the contractor if so, No. & Date				
37	Any Human Resource deployed has taken more than 5 days leave consecutively or for a total of 18 days in a month & IPA permitted, if so reference letter No. & Date				
38	For clause 33/IX/X, whether suitable substitute provided if so details thereof				
39	Any quarters provided if so details of Demand No. for rent , water & electricity & its payment remitted				
40	Any recovery for late attendance if so details				
41	Any penalty to be recovered for non-supply of Human Resource				
42	a.payment disbursed before 7th of every succeeding months. b. In case of bill for revised Minimum wages for previous month proof of disbursement enclosed				
43	Pay slips to all Human Resource deployed issued for every				

	month one day before the date of payment				
44	Any notice received from IPA to pay minimum wages with stipulated time				
45	Any penalty for non-compliance of 30/IX/3 (iii)				
46	Bill in triplicate before 10th, as per model proforma & duly incorporating all deduction due submitted				
47	Certificate of attendance enclosed				
48	Any additional Human Resource request received & reference No. Date (i) Whether such additional Human Resource provided within 7 days				
49	A certificate from the contractor and concerned department that all Terms & Conditions of contract has been complied with				

**Note:** Checklist is only indicative but not exhaustive & Contractor/ concerned department may include any other document which they may deem necessary.

**ANNEXURE - E  
MODEL TAX INVOICE**

**Invoice No:**

**Invoice Date:**

From Company name: Address : GSTIN/UIN : PAN No. : State Name : Contact No : E-mail ID : Work Order No:
To Indian Ports Association, New Delhi 110003 GSTIN/UIN : State Name : Place of supply:

**1. Taxable Service**

Sl. No	Description	HSN/SAC	Unit	Rate / Unit	Qty	Total Value (in Rs.)
	Less: Discounts, if any					
	Total Taxable value					
	Add: CGST @					
	SGST @ or					
	IGST @					
	Total					

**2. Non-Taxable service**

Sl. No.	Description	Total value (in Rs.)
	<b>Total</b>	
	<b>Grand Total (1+2)</b>	

**Note. :** Service is covered under Reverse Charge Mechanism (RCM)

Rupees (in words):

Bank Account No.:

IFSC Code :

Authorized Signatory (Signature of the Human Resource Agency)

**ANNEXURE - F  
MONTHLY BILL FORMAT**

<b>BILLS FOR THE MONTH OF</b>															
<b>S. No.</b>	<b>Name of the Outsourced Human Resource</b>	<b>Monthly Wages / Remuneration</b>	<b>No. of Days</b>	<b>Pay per day (incl. Pay for weekly day rest)</b>	<b>Deduction for unauthorized absence</b>	<b>Balance Wages / Remuneration</b>	<b>ESI (0.75%)</b>	<b>EPF (12%)</b>	<b>Net Wages / Remuneration paid to the Outsourced Human Resource</b>	<b>ESI Employer Contribution 3.25 % paid to the Contractor</b>	<b>EPF Employer Contribution 12% paid to the Contractor</b>	<b>Service Charges as % age on Col. No.7</b>	<b>Penalty, if any</b>	<b>CGST 9% &amp; SGST 9% paid to the Agency / Contractor @18% of (7+13-14)</b>	<b>Total Payment made to the Agency / Contractor (7+11+12+13 +15-14)</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>

**ANNEXURE - G**  
**HUMAN RESOURCE SCHEDULE**

S. No.	Designation	Category of Human Resource	Required Human Resource	Qualification	Age Limit	Experience	Monthly Emoluments (in Rs.)
1.	Multi-Tasking Staff (MTS)	Semi-Skilled	30	Non-Matriculate	Minimum 18 Years Maximum 60 Years	Not Applicable	Rs. 22,500 or Minimum Wages for Semi-Skilled Workers as prescribed by Government of NCT of Delhi from time to time, whichever is higher.
2.	Multi-Tasking Staff (MTS)	Skilled	12	Matriculate but not Graduate	Minimum 20 Years Maximum 60 Years	Not Applicable	Rs. 24,500 or Minimum Wages for Skilled Workers as prescribed by Government of NCT of Delhi from time to time, whichever is higher.
3.	Security Guard / Driver / Cook	Skilled	2	Non-Matriculate	Minimum 18 Years Maximum 60 Years	Not Applicable	Rs. 24,500 or Minimum Wages for Skilled Workers as prescribed by Government of NCT of Delhi from time to time, whichever is higher.
4.	Security Guard / Driver / Cook	Skilled	10	Matriculate but not Graduate	Minimum 20 Years Maximum 60 Years	Not Applicable	Rs. 25,500 or Minimum Wages for Skilled Workers as prescribed by Government of NCT of Delhi from time to time, whichever is higher.
5.	Data Entry Operator	Highly Skilled	6	Matriculate but not Graduate with good typing speed and working knowledge of MS- Office	Minimum 20 Years Maximum 60 Years	Not Applicable	Rs. 26,500 or Minimum Wages for Skilled Workers as prescribed by Government of NCT of Delhi from time to time, whichever is higher.

6.	Supervisor	Highly Skilled	2	Any Graduate from the recognized Board / University	Minimum 21 Years Maximum 60 Years	Not Applicable	Rs. 27,500 or Minimum Wages for Graduate Staff as prescribed by Government of NCT of Delhi from time to time, whichever is higher.
7.	Office Assistant	Specialized	2	Any Graduate from the recognized Board / University with good working knowledge of English, Hindi, MS-Office & Secretarial Assistance	Minimum 22 Years Maximum 60 Years	Not Applicable	Rs. 29,000
8.	Stenographer	Specialized	5	Any Graduate from the recognized Board / University with Short hand speed of 80 wpm (in English). Transcription speed of 30 wpm (in English). Good working knowledge of English, Hindi, MS- Office & Secretarial Assistance	Minimum 22 Years Maximum 60 Years	Not Applicable	Rs. 30,000
9.	Senior Office Assistant	Specialized	1	Any Post Graduate from the recognized University with good working knowledge of English, Hindi, MS-Office & Secretarial Assistance	Minimum 24 Years Maximum 60 Years	Minimum Two Years	Rs. 38,000
10.	Senior Stenographer	Specialized	1	Any Post Graduate from the recognized University with Short hand speed of 80 wpm (in English). Transcription speed of 30 wpm (in English). Good working knowledge of English, Hindi, MS- Office & Secretarial Assistance	Minimum 24 Years Maximum 60 Years	Minimum Two Years	Rs. 40,000

11.	Technical Assistant	Specialized	2	Bachelor of Engineering / Technology (IT / Computer Science / Civil /Electrical / Mechanical etc.) from a recognized University	Minimum 22 Years Maximum 60 Years	Not Applicable	Rs. 35,000
12.	Senior Technical Assistant	Specialized	1	Master of Engineering / Technology (IT / Computer Science / Civil /Electrical / Mechanical etc.) from a recognized University	Minimum 25 Years Maximum 60 Years	Minimum Two Years	Rs. 50,000
13.	Management Assistant	Specialized	5	Any Graduate from the recognized Board / University with good working knowledge of MS- Office and MBA in relevant discipline from a recognized University	Minimum 24 Years Maximum 60 Years	Not Applicable	Rs. 37,500
14.	Senior Management Assistant	Specialized	2	Any Graduate from the recognized Board / University with good working knowledge of English, Hindi, MS-Office and MBA in relevant discipline from a recognized University	Minimum 27 Years Maximum 60 Years	Minimum Two Years	Rs. 45,000
15.	Management Assistant (Technical)	Subject Matter Expert	2	Bachelor of Engineering / Technology (IT / Computer Science / Civil /Electrical / Mechanical etc.) and MBA in relevant discipline from a recognized University	Minimum 25 Years Maximum 65 Years	Not Applicable	Rs. 50,000

16.	Senior Management Assistant (Technical)	Subject Matter Expert	1	Bachelor of Engineering / Technology (IT / Computer Science / Civil /Electrical / Mechanical etc.) from a recognized University and MBA in relevant discipline from a recognized University	Minimum 28 Years Maximum 65 Years	Minimum Two Years	Rs. 60,000
17.	Legal Associate	Subject Matter Expert	1	LLB degree from a recognized University	Minimum 25 Years Maximum 65 Years	Not Applicable	Rs. 50,000
18.	Senior Legal Associate	Subject Matter Expert	1	LLM degree from a recognized University	Minimum 28 Years Maximum 65 Years	Minimum Two Years	Rs. 70,000
19.	Research Associate	Subject Matter Expert	1	PHD in relevant field / subject / discipline from a recognized University	Minimum 30 Years Maximum 65 Years	Not Applicable	Rs. 60,000
20.	Senior Research Associate	Subject Matter Expert	1	PHD in relevant field / subject / discipline from a recognized University	Minimum 33 Years Maximum 65 Years	Minimum Two Years in relevant field / subject / discipline	Rs. 75,000
21.	Company Secretary	Subject Matter Expert	1	LLB degree from a recognized University and Member of the Institute of Company Secretaries of India	Minimum 28 Years Maximum 65 Years	Minimum Two Years	Rs. 75,000
22.	Chartered Accountant	Subject Matter Expert	1	Bachelor's degree in Commerce from a recognized University and Member of the Institute of Chartered Accountants of India	Minimum 28 Years Maximum 65 Years	Minimum Two Years	Rs. 100,000
<b>Total</b>			<b>90</b>				

**Note:**

- The Service Charges quoted shall be uniform for all the categories of deployed Human Resource.
- GST as applicable shall be paid separately by IPA. Service Charges shall not be applicable for the GST amount.
- The selected bidder shall mandatorily pay the prescribed amount to the Outsourced Human Resource. IPA shall reimburse amount towards prescribed emoluments, Provident Fund, Insurance, Bonus etc. as per statutory requirement on furnishing of proof of such payments.
- The deployed Human Resource deputed for work shall observe the working days/hours of IPA. Honorarium, overtime etc, beyond office hours is admissible to the deployed Human Resource as per rules and regulations of IPA conveyed to the agency from time to time. Overtime shall be linked with bio-metric attendance of the deployed Human Resource, and shall be applicable on pro-rata basis. Documentary evidence duly certified by the controlling officer will have to be submitted by the service provider agency along with monthly bills.
- Service Charges are not applicable on expenditure paid on outstation duties.
- The annual increments of the deployed Human Resource shall be governed by the decision of the accepting authority as per the annual assessment made with respect to any deployed Human Resource.
- IPA reserves the right to require the selected bidder to deploy Human Resource as and when required by IPA. It is clarified that the numbers are only indicative in nature and IPA reserves the rights to increase or decrease the number of deployed Human Resource based on its requirement.
- It is clarified that the above Monthly Emoluments Rates are only indicative in nature and IPA reserves the rights to increase or decrease the rates of remuneration based on the experience, merit, higher qualifications and profile of the deployed Human Resource.
- The Local Manager of the selected Bidder must visit every week at the places where Human Resource is deployed in such a manner that every place of deployment is covered at least once in a month.
- It will be responsibility of the selected bidder to deploy replacement of the Human Resource in case of his/her unauthorized absence from duty for more than three working days.
- Successful bidder must follow all statutory compliances and it is duty of the successful bidder to supply category of Human Resource as stated by IPA from time to time.

**ANNEXURE - H**

**TENDER ACCEPTANCE AND DECLARATION ON LITIGATION AND BLACKLISTING**

**(To be provided on the bidder’s company letter head with signature and seal)**

To Sir,

Subject:

Tender Reference No..... for “Outsourcing Work for Specialized Human Resource”

**WE DECLARE THAT:**

1. I/We have not been involved in any litigation for the past five years that may have an impact of affecting or compromising the delivery of service as required under this tender.
2. I/We hereby certify that I/We do not have any litigation pending against me/us which is filed against me/us by any of my/our employee / ex employee related to non payment of emoluments / wages / bonus / statutory dues etc. or in any other matter which is considered detrimental to the interest of employees by IPA.
3. Information regarding any litigation and arbitration against the IPA during the past five years prior to the date of publication of NIT, the parties concerned and disputed amount is as given below
  1. \_\_\_\_\_
  2. \_\_\_\_\_
4. I/We am / are not blacklisted or debarred in the last three years from providing service by any Central / State Government / Autonomous bodies / PSEs / PSUs /Nationalized Banks / Public Limited or Private Limited Companies, etc., in India.
5. I/We have downloaded / obtained the tender document(s) for the above mentioned Tender / work from the website(s) namely: as per your advertisement, given in the above mentioned website(s).
6. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/we shall abide hereby and agree the terms / conditions / clauses contained therein.
7. The corrigendum(s) issued from time to time by Indian Ports Association for the above subject work has also been taken into consideration, while submitting this acceptance letter.
8. I / We hereby certify that there is no deviation from the Tender conditions either technical or commercial or tender enquiry.
9. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
10. I / We certify that all information furnished by me / us is true & correct and in the event that the information is found to be incorrect / untrue or found violated, then Indian Ports Association shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with  
Official seal)

Witness with signature

1) Name & Address

\_\_\_\_\_  
\_\_\_\_\_

2) Name & Address

\_\_\_\_\_  
\_\_\_\_\_

**ANNEXURE – I**  
**SELF ASSESSMENT FORM**

**Self Assessment Form for Outsourced Human Resource**  
**(Outsourced through Human Resource Agency)**

1. Name (Ms/Mr) :
2. Designation :
3. Human Resource Agency Details :
4. Attached with Department / Section :
5. Assessment Period:
- From :
- To :
6. Contribution towards Responsibilities assigned (up to 5 activities) :

S. No.	Details Responsibilities assigned	Details of Contribution made
1.		
2.		
3.		
4.		
5.		

7. Details of Exceptional Contribution (up to 3 activities) :

S. No.	Details of Exceptional Contribution
1.	
2.	
3.	

(Strike off whichever is not applicable)

**Signature (Outsourced Human Resource)**

**Name:**

**Designation:**

**8. Recommendation of the Human Resource Agency :**

<b>S. No.</b>	<b>Details</b>	<b>Recommendation</b>
<b>1.</b>	Whether the agency agrees to provide services of outsourced Human Resource for a period up to 12 months in case organization agrees for continuance of his/her services?	
<b>2.</b>	Whether the agency agrees to give the increment to the outsourced Human Resource as per the decision of the organization?	
<b>3.</b>	Any other remarks regarding Outsourced Human Resource.	

**(Strike off whichever is not applicable)**

**Signature (Human Resource Agency)**

**Name:**

**Designation:**

**ANNEXURE – J**  
**ANNUAL ASSESSMENT FORM**

**Outsourced Human Resource Annual Assessment Form**  
**(Outsourced through Human Resource Agency)**

1. **Name (Ms/Mr)** :
2. **Designation** :
3. **Attached with Department / Section** :
4. **Assessment Period:**  
**From** :  
**To** :
5. **Assessment of the Reporting Officer** :

S. No.	Work / Responsibility / Attribute Details	Assigned Score (1 to 10)
1	Attitude to Work, Initiative and Coordination Ability	
2	Timely Completion and Quality of Output	
3	Interpersonal Relations and Attitude towards Peers & Superiors	
4	Discipline and Punctuality	
5	Accomplishment of Exceptional Work	
<b>Total Assessment Score (Out of 50)</b>		

**6. Recommendation of the Reporting Officer** :

S. No.	Details	Recommendation (Yes /No)
1	Do you agree with the Self-Assessment made by the outsourced Human Resource?	
2	Whether the work of the Outsourced Human Resource has been satisfactory?	
3	Whether the integrity of the Outsourced Human Resource is beyond doubt?	
4	Whether the Outsourced Human Resource is in good state of physical and mental health?	
5	Whether the Outsourced Human Resource is of good character and exhibit moral behaviour?	
6	Whether the Outsourced Human Resource has met any significant failures during work?	
<b>Whether the services of the Outsourced Human Resource can be continued? (The services of the Outsourced Human Resource shall not be continued if the total assessment score is less than 20.)</b>		

**7. Recommendation regarding increment :**

<b>S. No.</b>	<b>Total Assessment Score</b>	<b>Increment in Percentage</b>
1	Total Assessment Score is between 20 and 30.	3%
2	Total Assessment Score is between 30 and 35.	5%
3	Total Assessment Score is between 35 and 40.	7%
4	Total Assessment Score is more than 40.	10%
<b>Recommendation regarding increment. (Please choose anyone from 1 to 4.)</b>		

(Strike off whichever is not applicable)

**Signature (Reporting Officer)**

**Name:**

**Designation:**

**8. Recommendation of the Reviewing Officer :**

<b>S. No.</b>	<b>Details</b>	<b>Recommendation</b>
1	Do you agree with the remarks of Reporting Officer?	
2	Whether the Outsourced Human Resource has met any significant failures during work?	
3	What is the Total Assessment Score of Outsourced Human Resource as per your assessment?	
4	What is your recommendation regarding increment of the Outsourced Human Resource?	
5	Any other remarks regarding Outsourced Human Resource.	
<b>Whether the services of the Outsourced Human Resource can be continued? (The services of the Outsourced Human Resource shall not be continued if the total assessment score is less than 20.)</b>		

(Strike off whichever is not applicable)

**Signature (Reviewing Officer)**

**Name:**

**Designation:**

**9. Decision of the Accepting Authority :**

<b>S. No.</b>	<b>Details</b>	<b>Recommendation</b>
1	Do you agree with the remarks of Reporting Officer?	
2	Do you agree with the remarks of Reviewing Officer?	
3	Whether the Outsourced Human Resource has met any significant failures during work?	
4	Any other remarks regarding Outsourced Human Resource.	
5	Whether the services of the Outsourced Human Resource can be continued? (The services of the Outsourced Human Resource shall not be continued if the total assessment score is less than 20.)	
<b>Final Assessment Score</b>		
<b>Final Increment Percentage</b>		
<b>Final Period of Continuance (Maximum up to 12 Months)</b>		

(Strike off whichever is not applicable)

**Signature (Accepting Authority)**

**Name:**

**Designation:**

**PART - II**  
**ANNEXURE – K**  
**BILL OF QUANTITY (PRICE BID)**

**Performa for Financial Bid (To be uploaded in the CPP Portal in 2<sup>nd</sup> Cover)**

**Name of the Agency:**

**Prescribed Monthly Rates & Service Charges for various categories of Outsourced Human Resource:**

All figures must be quoted in Percentage.

S. No.	Designation (Qualification, Age Limit, Experience and Other Criteria as per Annexure – G)	Required Human Resource	Monthly Emoluments (A) (in Rs.)	Service Charges (B) as Percentage of (A)
1.	Multi-Tasking Staff (MTS)	30	Rs. 22,500 or Minimum Wages for Semi-Skilled Workers as prescribed by Government of NCT of Delhi from time to time, whichever is higher.	
2.	Multi-Tasking Staff (MTS)	12	Rs. 24,500 or Minimum Wages for Skilled Workers as prescribed by Government of NCT of Delhi from time to time, whichever is higher.	
3.	Security Guard / Driver / Cook	2	Rs. 24,500 or Minimum Wages for Skilled Workers as prescribed by Government of NCT of Delhi from time to time, whichever is higher.	
4.	Security Guard / Driver / Cook	10	Rs. 25,500 or Minimum Wages for Skilled Workers as prescribed by Government of NCT of Delhi from time to time, whichever is higher.	
5.	Data Entry Operator	6	Rs. 26,500 or Minimum Wages for Skilled Workers as prescribed by Government of NCT of Delhi from time to time, whichever is higher.	
6.	Supervisor	2	Rs. 27,500 or Minimum Wages for Graduate Staff as prescribed by Government of NCT of Delhi from time to time, whichever is higher.	
7.	Office Assistant	2	Rs. 29,000	
8.	Stenographer	5	Rs. 30,000	
9.	Senior Office Assistant	1	Rs. 38,000	

10.	Senior Stenographer	1	Rs. 40,000
11.	Technical Assistant	2	Rs. 35,000
12.	Senior Technical Assistant	1	Rs. 50,000
13.	Management Assistant	5	Rs. 37,500
14.	Senior Management Assistant	2	Rs. 45,000
15.	Management Assistant (Technical)	2	Rs. 50,000
16.	Senior Management Assistant (Technical)	1	Rs. 60,000
17.	Legal Associate	1	Rs. 50,000
18.	Senior Legal Associate	1	Rs. 70,000
19.	Research Associate	1	Rs. 60,000
20.	Senior Research Associate	1	Rs. 75,000
21.	Company Secretary	1	Rs. 75,000
22.	Chartered Accountant	1	Similar Rs. 100,000
<b>Total</b>		<b>90</b>	

**Note:**

- The Service Charges quoted shall be uniform for all the categories of deployed Human Resource.
- GST as applicable shall be paid separately by IPA. Service Charges shall not be applicable for the GST amount.
- The selected bidder shall mandatorily pay the prescribed amount to the Outsourced Human Resource. IPA shall reimburse amount towards prescribed emoluments, Provident Fund, Insurance, Bonus etc. as per statutory requirement on furnishing of proof of such payments.
- The deployed Human Resource deputed for work shall observe the working days/hours of IPA. Honorarium, overtime etc, beyond office hours is admissible to the deployed Human Resource as per rules and regulations of IPA conveyed to the agency from time to time. Overtime shall be linked with bio-metric attendance of the deployed Human Resource, and shall be applicable on pro-rata basis. Documentary evidence duly certified by the controlling officer will have to be submitted by the service provider agency along with monthly bills.
- Service Charges are not applicable on expenditure paid on outstation duties.
- The annual increments of the deployed Human Resource shall be governed by the decision of the accepting authority as per the annual assessment made with respect to any deployed Human Resource.
- IPA reserves the right to require the selected bidder to deploy Human Resource as and when required by IPA. It is clarified that the numbers are only indicative in nature and IPA reserves the rights to increase or decrease the number of deployed Human Resource based on its requirement.

- It is clarified that the above Monthly Emoluments Rates are only indicative in nature and IPA reserves the rights to increase or decrease the rates of remuneration based on the experience, merit, higher qualifications and profile of the deployed Human Resource.
- The Local Manager of the selected Bidder must visit every week at the places where Human Resource is deployed in such a manner that every place of deployment is covered at least once in a month.
- It will be responsibility of the selected bidder to deploy replacement of the Human Resource in case of his/her unauthorized absence from duty for more than three working days.
- Successful bidder must follow all statutory compliances and it is duty of the successful bidder to supply category of Human Resource as stated by IPA from time to time.

-

- 1.
- 2.

(Signature of Authorized Person)

Place \_\_\_\_\_ Name \_\_\_\_\_

Date \_\_\_\_\_ Designation \_\_\_\_\_

**Percentage BoQ**

Tender Inviting Authority: Indian Ports Association

Name of Work: **OUTSOURCING WORK FOR SPECIALIZED HUMAN RESOURCE**

Contract No: 011-24369061 , 8335056653

Name of the Bidder/ Bidding Firm / Company :	
--	--

**PRICE SCHEDULE**  
 (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.  
 Bidders are allowed to enter the Bidder Name and Values only )

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Estimated Rate in Rs. P	TOTAL AMOUNT Without Taxes in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7
1	<b>Designation (Qualification, Age Limit, Experience and Other Criteria as per Annexure-G)</b>					
1.01	Multi-Tasking Staff (MTS) (Semi-Skilled)	30.000	Nos	22500.00	<b>675000.00</b>	INR Six Lakh Seventy Five Thousand Only
1.02	Multi-Tasking Staff (MTS) (Skilled)	12.000	Nos	24500.00	<b>294000.00</b>	INR Two Lakh Ninety Four Thousand Only
1.03	Security Guard / Driver / Cook (Semi-Skilled)	2.000	Nos	24500.00	<b>49000.00</b>	INR Forty Nine Thousand Only
1.04	Security Guard / Driver / Cook (Skilled)	10.000	Nos	25500.00	<b>255000.00</b>	INR Two Lakh Fifty Five Thousand Only
1.05	Data Entry Operator	6.000	Nos	26500.00	<b>159000.00</b>	INR One Lakh Fifty Nine Thousand Only
1.06	Supervisor	2.000	Nos	27500.00	<b>55000.00</b>	INR Fifty Five Thousand Only
1.07	Office Assistant	2.000	Nos	29000.00	<b>58000.00</b>	INR Fifty Eight Thousand Only
1.08	Stenographer	5.000	Nos	30000.00	<b>150000.00</b>	INR One Lakh Fifty Thousand Only
1.09	Senior Office Assistant	1.000	Nos	38000.00	<b>38000.00</b>	INR Thirty Eight Thousand Only
1.1	Senior Stenographer	1.000	Nos	40000.00	<b>40000.00</b>	INR Forty Thousand Only
1.11	Technical Assistant	2.000	Nos	35000.00	<b>70000.00</b>	INR Seventy Thousand Only
1.12	Senior Technical Assistant	1.000	Nos	50000.00	<b>50000.00</b>	INR Fifty Thousand Only
1.13	Management Assistant	5.000	Nos	37500.00	<b>187500.00</b>	INR One Lakh Eighty Seven Thousand Five Hundred Only
1.14	Senior Management Assistant	2.000	Nos	45000.00	<b>90000.00</b>	INR Ninety Thousand Only
1.15	Management Assistant (Technical)	2.000	Nos	50000.00	<b>100000.00</b>	INR One Lakh Only
1.16	Senior Management Assistant (Technical)	1.000	Nos	60000.00	<b>60000.00</b>	INR Sixty Thousand Only
1.17	Legal Associate	1.000	Nos	50000.00	<b>50000.00</b>	INR Fifty Thousand Only
1.18	Senior Legal Associate	1.000	Nos	70000.00	<b>70000.00</b>	INR Seventy Thousand Only
1.19	Research Associate	1.000	Nos	60000.00	<b>60000.00</b>	INR Sixty Thousand Only
1.2	Senior Research Associate	1.000	Nos	75000.00	<b>75000.00</b>	INR Seventy Five Thousand Only
1.21	Company Secretary	1.000	Nos	75000.00	<b>75000.00</b>	INR Seventy Five Thousand Only
1.22	Chartered Accountant	1.000	Nos	100000.00	<b>100000.00</b>	INR One Lakh Only
<b>Total in Figures</b>					<b>2760500.00</b>	INR Twenty Seven Lakh Sixty Thousand Five Hundred Only
<b>Quoted Rate in Figures</b>			Select		<b>0.00</b>	INR Zero Only
<b>Quoted Rate in Words</b>			<b>INR Zero Only</b>			