CORRIGENDUM

With reference to the tender document inviting bids for the post of DEOs and MTS/Helpers on contractual basis for the Copyright Office, Ministry Of Commerce & Industry, DIPP uploaded on this website, it is hereby inform that Annexure III & IV attached with said document may kindly be ignored as it was wrongly uploaded inadvertently. In place of the said Annexures revised Annexure III & IV are given below which may please be taken on record. It is further notified that total no. of vacancies against the post of MTS/Helpers may be read as 11 instead of 10 as wrongly notified earlier.

The inconvenience caused is regretted.
Tender for Manpower on outsourcing basis at Copyright Office at G-30, August Kranti Bhawan, Bhikaji Cama Place, New Delhi

SCHEDULE OF TENDER

Date of Sale of Tender Document : 21/02/2017 up to 10/03/2017

Last date of receipt of Tenders : 10/03/2017 till 05.00 p.m.

Date & time for opening of Pre-qualification bid : 14/03/2017 at 11.30. a.m

Date & time for opening of Technical Bid & presentation by the bidders : 14/03/2017 at 11.30. p.m onwards

Date & time for opening of Financial Bid : 15/03/2017 at 03.00. p.m onwards
1. **GENERAL**
   Sealed tenders are invited by the Copyright Office on behalf of the President of India from reputed and experienced Companies/Firms/Agencies under **Three Bid System i.e. Pre-qualification Bid, Technical Bid and Financial Bid** for providing **Manpower on outsourcing basis** in Copyright Office at G-30, August Kranti Bhawan, BhikajiCama Place, New Delhi-110066 located at the addresses mentioned in paragraph 2 (e) below, initially for two years from the date of commencement of FMS contract, unless extended further by mutual consent of the Competent Authority and the service provider on the terms and conditions mentioned in the tender document and the contract agreement.

2. **PARTICULARS OF THE TENDER**
   (a) **NAME AND ADDRESS OF THE AUTHORITY**
   Registrar of Copyright, Department of Industrial Policy and promotion, G-30, August Kranti Bhawan, Bhikaji Cama Place, New Delhi-110066

   (b) **ADDRESS FOR THE DISTRIBUTION OF TENDER DOCUMENT**
   The tender document can be **purchased from the Copyright Office, Delhi** situated at the address given in para 2 (e) below or alternatively the same can be downloaded from the following websites:
   - http://www.dipp.gov.in
   - http://www.copyright.gov.in
   - http://www.ipindia.nic.in
   - http://www.tenders.gov.in

   (c) **CONTACT PERSONS**
   For Technical Clarifications;
   Delhi - (1) Sh. Jagdish Swaroop, Deputy Registrar of Copyright Tel: 011-26100118, (M)-9650557463.
   (2) Sh. V.P Srivastav, Deputy Registrar of Copyright Tel: 011-26100119.
(d) COST OF TENDER : (i)

TENDER FEES:

The tender document can be purchased from the cash counter of Copyright Office, Delhi situated at the addresses given in Para 2 (e) below by paying the tender document fee of **Rs. 500/- (RUPEES FIVE HUNDRED ONLY)**, either through Demand draft or Pay order in favor of “**The Registrar of Copyright**”, payable at Delhi, or by cash. The receipt for payment of tender fees shall be attached along with the Pre-qualification Bid. In case the tender document is downloaded from the website, the tender fee shall be submitted along with Pre-qualification Bid in the form of Demand draft or Pay order in favor of “**The Registrar of Copyright**”, payable at Delhi. The tender document fee is **NON-REFUNDABLE**. Any tender submitted without the requisite fee will be rejected summarily.

(ii) EARNEST MONEY DEPOSIT (EMD)

The Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rupees One Lakh Only), (refundable without interest) shall accompany the Pre-qualification Bid of the Bidder in the form of Demand Draft/Pay Order drawn in favor of “**Registrar of Copyright**” payable at Delhi, **failing which the tender shall be rejected summarily.** The EMD of Unsuccessful tenderers shall be released” after the work order is placed to the successful bidder.

(iii) PERFORMANCE SECURITY DEPOSIT

The successful bidder will have to deposit a Performance Security Deposit of 5% of total bid amount meant for ONE (1) year in the form of Bank Guarantee/ Fixed Deposit receipt from a commercial bank with The Section Officer, Copyright office, G-30, August Kranti Bhawan, Bhikaji Cama Place, New Delhi-110066 having validity of at least one year and additional sixty days from the date of contract agreement. In case the contract is further extended beyond the initial period of ONE year, the performance security deposit will have to be accordingly renewed by the successful bidder. After submission of the performance security by the successful Bidder, the corresponding EMD shall be released.
(e) ADDRESS OF THE OFFICE:
  Copyright Office at G-30,
  August Kranti Bhawan, Bhikaji Cama Place,
  New Delhi-110066

(f) VALIDITY OF TENDER:
  Tender should be valid at least for a period of 90 days from the date of Opening of the Financial bid.

(g) However, the Office of the Registrar of Copyright reserves the right to cancel, amend or withdraw the tender at any stage, without assigning any reasons whatsoever.

3. ELIGIBILITY

(a). Financial Competence:
  The agency should have a financial turnover of Rs. 50 (Fifty) Lakhs at least during any two years of the last three years period.
  Further, the agency should have completed
  (a) At least one contract worth Rs 30 Lakh
      or
  (b) Two contracts each worth Rs 15 Lakh in a year in the area of Manpower service provider, during any two years of the last 3 years,

  Necessary supporting documents should be submitted by the Bidder in this regard.

  In addition to the above, the following requirements should be fulfilled in the Prequalification Bid.

  (i) Registration Certificate of the Company/Firm/Agency under the relevant Act.
  (ii) E.P.F. registration certificate.
  (iii) E.S.I. registration certificate.
  (iv) PAN Number.
  (v) Service Tax Registration Certificate and VAT/TIN No.
  (vi) Income Tax Return for the last three years.
(b). **Technical Competence:**

- **Experience in the work of similar nature and magnitude:**
  i. The Firm must have at least three years’ experience of providing manpower to Central Government/State Govt. / PSUs / Private Organizations of repute.

- **Business Background:**
  1. The bidder shall provide the information as to how many years has the firm been in business and how many years under its present business name.
  2. The bidder shall include a brief description about the firm’s growth (including revenue, profitability and personnel) during the past five years and the growth expectations (for the same categories) for the next five years.

**Claims and Suits (Explain by “yes” or “No” answers)**

The bidder shall provide satisfactory replies and details in respect of the following:

1. Has your firm, its subsidiaries or its parent companies, ever filed for bankruptcy?
2. Has your firm ever failed to complete work awarded to it?
3. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your firm or its officers?
4. Has your firm filed any lawsuits or requested arbitration with regard to any contract(s) within the last five years?
5. Please provide a listing of your offices in India (with contact info, phone & fax numbers, email etc.) and a listing of the areas in which your firm has performed manpower services.

(c). **Evaluation methodology**

(i) **Prequalification Bid:**

Bidders fulfilling all criteria specified in the prequalification bid (Annexure I) shall be shortlisted for technical evaluation.

(ii) **Technical evaluation:**

The technical evaluation will be done only for the proposals submitted by the Companies fulfilling all prequalification criteria as mentioned in Annexure I. The capability and
eligibility of the Bidder shall be determined based on the information provided by the Bidder i.e. experience in the field, presence of the Bidder at multiple locations, manpower strength, etc. The Bidder shall be required to give a presentation on the date of opening of prequalification bids for assisting in technical evaluation.

*The criteria adopted for technical evaluation shall be as follows:*

- Experience in the relevant field (60 points)
- No. of Government clients for providing manpower (10 points)
- No. of PSU clients for providing manpower (10 points)
- No. of organizations of repute in private sector for providing manpower (10 points)
- Total No. of candidates whose data is available with the firm. (10 points)
- Any other parameter deemed fit to be considered by the Evaluation Committee.

**Note (1)**: The minimum qualifying marks in technical evaluation shall be at least 60. Proposals not securing a minimum of 60 marks in technical evaluation shall not be considered for financial evaluation. In case on technical evaluation, minimum number of at least three bidders are not shortlisted for financial evaluation, minimum marks as mentioned above can be reduced by the Technical committee.

**Note (2)**: The marks obtained in the technical evaluation will only serve for screening the agencies for financial evaluation and will not be considered in the final evaluation for selection of the agency.

**(iii) Financial Evaluation**

a) Selection of successful bidder shall be based only on the comparison of financial proposal submitted by those qualified bidders in technical evaluation.

b) Financial evaluation shall be based purely on the total price quoted for Component (F), which includes all components, as specified in Annexure (IV) and the bidder quoting, in overall, the lowest price shall be awarded the work. COPYRIGHT OFFICE reserves its right to split the Contract and create a Panel of service providers in the interest of competitiveness and reliability of service, availability of more and experienced manpower. The bidder who stands at Number L-2 may be
asked to match the rates quoted by L1 bidder. However, the number of service providers on panel shall not be more than two.

(c) Management Charges as specified in Component B of Annexure (IV) shall be stated clearly as a fixed percentage of total of components (A) and shall include Management Fee of the bidder (Contractor) and all financial liabilities towards workers deployed by him at Copyright office.

(d) Office will not make any other payment other than specified in Annexure IV i.e., i)
Component A i.e. wages for MTS/helper (Central Minimum wages and payment towards ESIS and EPF),
ii) Component C i.e. Management Charges (which includes Management Fee and other payments/ statutory liabilities/extra wages, if any, which the Bidder would pay to the workers) and iii) Component D i.e. Service Tax. The bidder shall neither quote for anything else than the above nor shall he claim any payment other than the above, after the contract is awarded. However, in case the taxes and central minimum wages are increased by the Government, the same shall be payable.

(e) Payments shall also be subject to deduction of taxes at source as per applicable laws.

(f) The total amount indicated in the Financial Bid shall be unconditional, unequivocal, final and binding on the bidder. If any assumption or condition is indicated in the Financial Proposal, it shall be considered as non-responsive and the proposal shall be rejected.

(iv). The Office of the Registrar of copyright reserves the right to cancel the tender at any time.

4. PERIOD OF CONTRACT

The contract shall be valid initially for a period of one year from the date of award of work order. This contract may be renewed for a further period of one year on the terms and conditions mentioned in the tender document and the contract agreement, provided that the Registrar of copyright is satisfied with the services of the Bidder. Either party can terminate the contract at any time by giving three months prior notice in writing.

5. INSTRUCTIONS FOR SUBMISSION OF BID:

All the Tenders shall be prepared and submitted in accordance with the instructions as follows.
Any proposal which is not submitted in accordance with these instructions will be summarily rejected without any communication in this regard.

A). Financial Bid:

i) The Financial bid shall be submitted giving all information specified in Annexure IV.

(ii) The bidder will be responsible for payment of wages at least at the rate of minimum wages as prescribed/revised from time to time to staff through bank account only; under Minimum Wages for various scheduled employments in Central Sphere, published by Ministry of Labour and Employment, Government of India. Office will neither accept nor consider any other notification or circular whatsoever, other than the above mentioned, on the minimum wages and categories for the purpose of the present tender and contract.

(iii) Financial evaluation shall be based purely on the total price quoted for all Components i.e. Component F, as specified in Annexure (IV) and the bidder quoting, in overall, the lowest price shall be awarded the work.

(iv) **Financial Bid i.e. Annexure IV** shall include, apart from **Component A**, i.e., Central Minimum wages and payment towards ESIS and EPF, **Component B** i.e., salary of Facility Manager, **Component C** i.e. Management Charges (which includes Management Fee and other payments/ statutory liabilities/extra wages, if any, which the Bidder would pay to the workers and iv) **Component E** i.e. Service Tax . The bidder shall neither quote for anything else than the above nor shall he claim any payment other than the above, after the contract is awarded.

(v) However, in case the taxes and central minimum wages are increased by the Government, the same shall be payable.

(vi) **TDS will be deducted/recovered by Copyright office from the total admissible bill amount.**

(vii) **Office shall not in any way be liable or responsible to pay any extra charges which do not form the part of this tender.**

(viii) The bidder alone will be responsible for payment of such other service benefits/statutory dues and fulfill other financial obligations, required on his part by virtue of any law / regulations of any public body of the State/Central Government, for the time being in force, to the personnel deployed by him at office.

(ix) The contractor shall pay to the deployed workers the benefits required to be extended by him under various labour statutory enactments.

B). **Bid Submission at Copyright office:**
i) The bid shall be submitted in three separate sealed envelopes. The first envelope shall be superscribed “Prequalification Bid” and shall contain Annexure I, incorporating the information regarding eligibility criteria, mentioned in para 3 of this document. The second envelope superscribed “Technical Bid” shall contain Annexure II and the third envelope superscribed “Financial Bid” shall contain Annexure IV.

ii) These three envelopes and the covering letter accompanying the tender document (including all the Annexures), duly signed on each page with seal by the authorized representative of the bidder, should be enclosed in a bigger fourth envelope, which shall be superscribed “Bid for Manpower on outsourcing basis in Copyright Offices, Delhi” and should reach the following address on or before the expiry of the prescribed time limit.

Section Officer,
G-30, August Kranti Bhawan,
Bhikaji Cama Place, New Delhi-110066

(iii). No tender will be considered which is not as per the printed/typed form. The bidders should ensure that each page of the tender is signed by the person authorized to sign the tender document, affixing the seal of the Bidder.

(iv). All entries in the tender forms should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. Minor correction, if any, made in the form will be allowed only if the same is endorsed by the bidder with his signature. However, no such corrections including overwriting or striking out will be permitted in the Financial Bid. In such cases, the tender shall be summarily rejected.

(v). If any bidder is found to have business or family relationship with any employee of Copyright office, his bid will be rejected A declaration to this effect shall be provided by the bidder along with Prequalification Bid.

(vi). No modification or substitution of the submitted bids shall be allowed. The Registrar of Copyright reserves the right to retain bids once submitted. It is clarified that bids once submitted will not be returned to the bidder.

(vii) Tender submitted without cost shall not be considered and incomplete or conditional bids shall also be not considered and will be out rightly rejected in the very first instance.

(viii). The Bids shall be opened on the scheduled date and time at the Copyright Office, G-30,
August Kranti Bhawan, Bhikaji Cama Place, New Delhi-110066 in the presence of the representatives of the bidders, if any, who are present on the spot at that time. No separate intimation shall be sent to bidders for the same.

(xi). The bidders are required to enclose photocopies of the supporting documents, self-certified by the authorized representative of the bidder.

(x). A bid submitted without the cost (tender fees and EMD) and incomplete or conditional bids shall not be considered and the same will be rejected.

(xi). Tenders will not be accepted after the prescribed time and date as set out in the Tender Notice or subsequent extensions, if any, notified by the office.

(xii) Copyright Office takes no responsibility for delay, loss or non-receipt of the bid sent by post/courier. Bid sent through Fax or Email shall not be accepted.

6. SCOPE OF WORK

**List of Manpower to be Engaged through Service Providers**

**Non Professional Post:**

<table>
<thead>
<tr>
<th>Category</th>
<th>Approx. No.</th>
<th>Approx. emoluments range (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Entry Operator</td>
<td>12</td>
<td>Skilled (Graduate and above) Rs. 495/- per day as per Minimum Wages Act Semi-skilled (under graduate) Rs. 455/- as per Minimum Wages Act</td>
</tr>
<tr>
<td>MTS/Helper</td>
<td>11</td>
<td>As Per Minimum Wages Act</td>
</tr>
</tbody>
</table>
Central Government Minimum wages as on 1st October 2016

(As per notified for Central Sphere by Ministry of labour and employment, Government of India)

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Personnel Required by IPO</th>
<th>Minimum wages for Scheduled Employment as per Central sphere</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Name of Scheduled Employment</td>
</tr>
<tr>
<td>1</td>
<td>Multi-Tasking personnel / Helper Semi-Skilled</td>
<td>Semi skilled</td>
</tr>
<tr>
<td>2</td>
<td>Multi-Tasking personnel / Helper un-Skilled</td>
<td>Un-skilled</td>
</tr>
</tbody>
</table>

Note: Contribution towards ESIS and EPF (employer’s contribution) will be in addition to the minimum wages as above.

Note 1. The wages/remuneration of the personnel quoted in the above table are inclusive of contributions towards ESI, PF and any other statutory contributions (if any).

Note 2. The above list is illustrative not exhaustive.

Note 3. The no. of personnel may vary depending on prevailing requirements.

Note 4. The remuneration shown in the above Table is indicative only and shall be subject to approval of the competent authority in COPYRIGHT OFFICE.

Note 5. The selection of manpower shall be done by COPYRIGHT OFFICE as per functional requirements.

7. TERMS AND CONDITIONS

(1). General

(i) The contract shall supply manpower from the date of receipt of acceptance of the work order which shall be accepted by the successful tenderer Company/Firm/Agency within 10 days from the receipt of the order or 15 days from the date of said order whichever is earlier and shall continue till one year unless it is curtailed or terminated by the Registrar of Copyright or a person authorized by him owing to deficiency of services, sub-standard quality of skilled and unskilled manpower deployed, breach of contract, reduction or cessation of the requirements etc. This contract may be renewed for a further period of one year on the terms and conditions
mentioned in the tender document and the contract agreement.

(ii) For all intents and purpose, the manpower providing agency shall be the “Employer” within the meaning of different Labour Legislations in respect of the workers employed and deployed in this Department. The persons deployed by the agency in the Copyright office shall not have claims of Master and Servant relationship nor have any principal and agent relationship with or against the competent authority of the Copyright.

(iii) The person deployed by the service providing agency shall not have any claim or be entitled to pay, perks and other facilities admissible to casual, ad-hoc, regular/confirmed employees of Copyright office during the currency or after expiry of the contract. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. Copyright office shall, in no way be responsible for settlement of such issues whatsoever.

(iv) Copyright shall not be responsible for any damages, losses. Claims, financial or other injury to any person deployed by service providing agency in the course of their performing the functions/duties, or for payment towards any compensation during their deployment period.

(v) In case of termination of this contract on its expiry or otherwise, the persons deployed by the service providing agency shall not be entitled to and will have no claim for any absorption nor for absorption nor for any relaxation for absorption in the regular/otherwise capacity in office.

(vi) No additional payment shall be released for labor/conveyance, transportation, etc. Decision of the Copyright office in this matter shall be final and binding on the contractor.

(vii) Conditional bids shall not be entertained and will be out rightly rejected at the very first instance.

(viii) The Service Provider Company / Firm / Agency shall submit affidavit/under taking stating that the agency is / has not been black listed/ previous contract penalized by Central Government / State Government / any PSU etc in any of its previous contract.

**Non compliance with any of the above conditions by the Service Provider Company / Firm/Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.**

(ix) Insurance cover protecting the agency against all claims applicable under the Workmen’s Compensation Act, 1948 shall be taken by the Contractor. The Contractor shall
arrange necessary insurance cover for any persons deployed by him even for short duration. This office shall not entertain any claim arising out of mishap, if any that may take place. In the event of any liability/claim falling on this office, same shall be reimbursed/indemnified by the Contractor.

(2). Rates and Taxes :

Financial Bid i.e. Annexure IV shall include, apart from Component A, i.e., Central Minimum wages and payment towards ESIS and EPF, salary of Facility Manager (Component B), Management Charges (Management fee and other payments/statutory liabilities/extra wages, if any, which the Bidder would pay to the workers (Component C) and service tax(Component E). No extra claims will be entertained in any case.

However, in case the taxes and central minimum wages are increased by the Government, the same shall be payable. TDS will be deducted/recovered by office from the total admissible bill amount.

(3). Manpower / Staff and their payment

- The contractor shall provide extra person if desired by the office during the period under this agreement at the minimum wages rates already provided in the tender.
- The contractor will be required to submit the list of the workers with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The contractor shall be solely responsible for the credentials/acts of his staff/workers.
- The workers/staff employed should be well groomed and shall wear color coded uniforms, pant+shirt+shoes+cap+gloves for male and suit/saris+aprons+cap+gloves for ladies staff. The Security personnel should be in Pant, Shirt, Shoes, Cap, and Tie. In winter season all the workers/staff and security personnel should be in colour coded jacket. Uniform should be with company logo. Any indecent behavior or suspicious activities of the Staff employed shall be viewed seriously and a suitable penalty as per Annexure VIII shall be levied on the contractor. The contractor will be required to submit daily labor report duly signed by Facility Manager to the IPO.
• The personnel deployed under this contract shall maintain proper office decorum

• The contractor/bidder should ensure that the salaries/wages are paid to the workers on 7th of every month to staff through bank account only as per quoted price without deduction of service charge of any kind from minimum wages. Only statutory deduction should be done of work force deployed. The bill should be submitted by the service provider to this office by the 3rd of the following month. The contractor/ bidder shall be liable to submit a long with the bills, the certified copies of Bank pass books reflecting therein entries of the payment made to the all manpower deployed in office in accordance with the Minimum Wages Act prescribed by the Govt. Bills not accompanied with the copies of the pass books shall not be entertained for payment. Non compliance to this effect may even lead to termination of services and agreement thereof.

• The contractor shall make the payment to deployed manpower as mentioned above, whether or not his payment has been made by the office. Contractor shall not take any plea on this ground to deny the payment to the manpower deployed in the office

**Employment of child labor will lead to termination of the contract.**

• Normal working hours would be 9.00 A.M to 05.30 P.M (05 days week) including half hour lunch break. The personnel may be called on Saturday, Sunday and other gazette holidays, and asked to sit beyond normal working hours in case of exigency of office.

• **Non-disclosure:** The service provider’s personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements, and administrative/organizational matters as all may be of confidential/secret nature.

• **Prohibition of sub-contract:** The service provider shall not appoint any sub contractor for this work under any circumstances. During the currency of the Contract, the selected Agency shall not transfer its right to any other party/firm except with the prior permission of COPYRIGHT OFFICE. The COPYRIGHT OFFICE reserves its right to reject any such request without assigning any reason.

• **Payment:** Payment shall be released on monthly basis through RTGS/ECS. For release of payment, pre-receipted bills along with attendance sheet of the deployed personnel are required to be submitted by the agency at the end of every month.
Qualifications

(A) Data entry operator:

i. For skilled category the candidate should have completed graduation or have a post graduate degree in any discipline (or equivalent) from a recognised university/institute.

ii. For Semi-skilled category the candidate should have completed higher secondary or equivalent course from any recognized Board/University/Institute.

Candidate under both the categories mentioned above should also have proficiency in typing with a speed of 40 words minimum per minute and/or 8000 KDPH on Computer/EDP.

Experience

The candidate should have minimum 2 - 3 years of experience preferably as a Data Entry Operator or Stenographer.

Age Limit: Applicants age limit must be minimum 18 years to 35 years as on 31.01.2017.
Age relaxation will be applicable as per Rules.

(B) MTS/Helper

Educational Qualifications:

(For Unskilled)-Candidates should complete 8th Class form a recognized board and should have 6 months Experience of Helper Or relevant.

(For Skilled)-Candidates should complete 10th Class form a recognized board and should have 6 months Experience of Helper Or relevant.

Age Limit: Applicants age limit must be minimum 18 years to 35 years as on 31.01.2017.
Age relaxation will be applicable as per Rules.

(C) Security Guards

The Security personnel should be at least Secondary School (SSC) or equivalent and preferably below 50 years of age. He should be well built-up and physically and medically fit
and have knowledge of security related matters/training of firefighting, rescue operation. He should have requisite experience in security services.

(4). Indemnity

The contractor shall keep Copyright Office and all officials of Copyright office indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature or kind including costs and expenses, injuries to any person, damages to any property whatsoever, levy of fees or consequences which they may be put to or suffer on account of the services undertaken by the contractor.

The Contractor shall keep the Copyright Office and all officials of Copyright office, indemnified from and against all suits, losses, claims, demands, proceedings, and liability of any nature brought or instituted against them by any of contractor’s employees or by any other third party in connection with, relating to or arising out of the performance of the services or non-compliance, deficiency, non-implementation of various provisions of statutory requirements.

The contractor shall also execute an indemnity bond in favor of Registrar of Copyright, in the standard format, in this regard.

(5). Force Majeure

Neither party shall be in breach of any obligation under this contract if it is unable to perform that obligation in whole or part by reason of Force Majeure. If either party seeks to rely on this clause, it shall immediately give notice to the other with full particulars of the matter claimed as a Force Majeure event. The parties so affected shall take all reasonable steps to remedy the failure to perform and to keep the other party informed of the steps being taken to mitigate the effects of Force Majeure.

In the event of Force Majeure lasting for more than three months, either party may, following consultation with the other, give a notice of termination.

8. ANNEXURES

The following annexure form an integral part of this document:

Annexure 1: Prequalification Bid
Annexure II: Format for Technical Bid

Annexure III: Scope of Work (to be prepared by individual Office)

Annexure IV: Financial Bid

Annexure V: Form of Performance / Security Bank Guarantee Bond

Annexure VI: Asset List (to be prepared by individual Office)

Annexure VII: Score Card (Format for 100 Marks to be prepared by individual office)
Annexure - I
Prequalification Bid

1. Tender fees paid Yes/No
2. E.M.D. furnished Yes/No
3. Bidder company /agency/firm is registered under the relevant Act Yes/No
4. The Bidder is having a financial turnover of Rs. **50 (Fifty) Lakhs** per annum at least for any two years during the last three years Yes/No

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Turnover (Rs. Lakhs)</th>
<th>Remarks (if any)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016-17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2015-16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2014-15</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5. E.P.F. registration certificate. Yes/No
6. E.S.I. registration certificate. Yes/No
7. P.A.N. Number in the name of the Bidder Yes/No
9. Income Tax Return For last three years Yes/No
10. Registration with the State Government/competent authority and valid License from the competent authority to operate private security agency work in the state for the bidder agency or other security agency to which the bidder has a tie up. Yes/No
11. Details of licenses in the name of the company to provide armed security guards. Yes/No
12. A declaration to the effect that a bidder has no business or family relationship with any employee of Copyright office.
(N.B.: Self certified copies as proof are to be attached.)

It is certified that the information furnished above is true and correct to the best of my knowledge. In case, it is found that the information submitted is wrong or there has been a misrepresentation of facts, I shall have no objection for my proposal to be rejected, or the Contract to be terminated if the Contract has been signed

Signature of the Bidder/Authorized representative With Name & seal
Annexure-II

FORMAT FOR TECHNICAL BID

(To be enclosed in a separate sealed envelope)

For the tender for supply of Manpower Services in the O/o Registrar of Copyright

1. Name of Bidder company/firm/agency: ______________________________

2. Name of proprietor / Director ________________________________
of Bidder company /firm/agency:

3. Full Address of Registered Office: ______________________________

   Telephone No.: ______________________________

   FAX No. : ______________________________

   E-Mail Address: ______________________________

   Website, if any ______________________________

4. Banker of Bidder company/ firm/ agency

   with full address including telephone,

   fax and email ______________________________

5. PAN / GIR/TAN No.: ______________________________

6. Service Tax Registration No.: ______________________________

7. E.P.F. Registration No.: ______________________________

8. E.S.I. Registration No.: ______________________________

9. Give details of the major similar contracts handled by the Bidder Company/ firm/ agency in
    PSUs / Government Departments and /or Private Sector during the last three years in the following
    format (Self- attested copies of work orders shall be attached)
<table>
<thead>
<tr>
<th>S.No</th>
<th>Name and address of the clients</th>
<th>Amount (Rs)</th>
<th>Duration of Contract</th>
<th>Contact details including telephone, fax and email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10. Human resource (Document in support of no. of employees on Bidder’s payroll to be attached)

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Location</th>
<th>Level of employee</th>
<th>Number at each level</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total

12. Additional information, if any (Attach separate sheet, if required)

Signature of authorized person (Name & Seal)

Date: Place:
Annexure - III

Scope of Work at Copyright Office, Delhi

Manpower to be Engaged through Service Providers

<table>
<thead>
<tr>
<th>Category</th>
<th>Approx. No.</th>
<th>Approx. emoluments range (INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Entry Operator</td>
<td>12</td>
<td>I. Skilled (Graduate and above) Rs. 495/- per day as per Minimum Wages Act</td>
</tr>
<tr>
<td></td>
<td></td>
<td>II. Semi-skilled (under graduate) Rs. 455/- as per Minimum Wages Act</td>
</tr>
<tr>
<td>MTS/Helper</td>
<td>11</td>
<td>As Per Minimum Wages Act</td>
</tr>
</tbody>
</table>

Working Hours

Normal working hours would be 9.00 A.M to 05.30 P.M (05 days week) including half-hour lunch break. The personnel may be called on Saturday, Sunday and other gazetted holidays, and asked to sit beyond normal working hours in case of exigency of office.
## Annexure IV

### Financial Bid

<table>
<thead>
<tr>
<th>S. No</th>
<th>Emoluments to be paid by bidder</th>
<th>Total wages/Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Minimum wages including VDA as per central sphere (per day * 26 days)</td>
<td>Statutory EPF &amp; ESIS contribut ion</td>
</tr>
<tr>
<td>i</td>
<td>ii</td>
<td>iii</td>
</tr>
<tr>
<td>A</td>
<td>Wages Personnel No of personnel</td>
<td></td>
</tr>
</tbody>
</table>
|       | Data Entry Operator 12         | I. Skilled (Graduate and above) Rs. 495/- per day as per Minimum Wages Act  
II. Semi-skilled (under graduate) Rs. 455/- as per Minimum Wages Act |    |   |    |     |     |    |
|       | MTS/Helper 11                 | As per minimum wages Act. |    |   |    |     |     |    |

**Total amount of Component A**

<table>
<thead>
<tr>
<th>B</th>
<th>Management Charges (comprising Management Fee and other payments/statutory liabilities/extra wages, if any, which the Bidder would pay to the workers), as fixed percentage of total of (A)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C</td>
<td>TOTAL A and B</td>
</tr>
<tr>
<td>D</td>
<td>Service Tax on C</td>
</tr>
<tr>
<td></td>
<td>Total tender cost per month (A to D)</td>
</tr>
</tbody>
</table>
Notes:

1. In Component B, the rates quoted by the Bidder should be inclusive of Management Fee and also other payments/ statutory liabilities/extra wages, if any, which the Bidder would pay to the workers as applicable at the time of entering the contract.

2. For Component A for MTS/helper, the monthly wages shall be calculated by multiplying daily wage rate with 26 days.

3. The minimum wages stated in column v of component A, shall be the up to date minimum wages of central sphere as notified by the Ministry of Labour, Govt. of India.

4. The payment will be made only on the basis of actual number of working days for the month for which duty has been performed in a calendar month for the Component A for MTS/helper.
Annexure - V

FORM OF PERFORMANCE / SECURITY BANK GUARANTEE BOND

In consideration of the Registrar of Copyright having offered to accept the terms and conditions of
the proposed agreement between Registrar of Copyright and (hereinafter called “the said
Contractor”) for the Manpower Services at Copyright Office (hereinafter called “the said
agreement”) having agreed to production of a irrevocable Bank Guarantee for Rs.
________(Rupees ______________________ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the
terms and conditions in the said agreement.

1. We, __________________________ (hereinafter referred to as “the Bank” hereby undertake to
pay to the Registrar of Copyright an amount not exceeding Rs. _______ (Rupees ______________________ only) on demand by the Registrar of Copyright.

2. We, __________________________ do hereby undertake to pay the amounts due and payable
under this guarantee without any demure, merely on a demand from the Registrar of Copyright
stating that the amount claimed as required to meet the recoveries due or likely to be due from that
the said contractor(s). 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. _______ (Rupees
___________________________ only)

3. We, the said bank further undertake to pay the Registrar of Copyright any money so demanded
notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding
pending before any court or Tribunal relating thereto, our liability under this present being
absolute and equivocal.

4. We, __________________________ further agree that the guarantee herein contained shall remain
in full force and effect during the period that would be taken for the performance of the said
agreement and that it shall continue to be enforceable till all the dues of the Registrar of Copyright
under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged
or till Officer-in-charge of Manpower service provider on behalf of the Registrar of Copyright
certified that the terms and conditions of the said agreement have been fully and properly carried
out by the said Contractor(s) and accordingly discharges this guarantee.

5. We, __________________________ further agree with the Registrar of Copyright that the
Registrar of Copyright shall have the fullest liberty without our consent and without affecting in any manner our obligation 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 Registrar of Copyright against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Registrar of Copyright or any indulgence by the Registrar of Copyright to the said Contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

7. We, ___________ lastly undertake not to revoke this guarantee except with the previous consent of the government in writing.

8. This guarantee shall be valid upto ___________ unless extended on demand by the Registrar of Copyright. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. ___________ (Rupees only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ____ day of

Signature of the witness _________________________________
Name of the Witness _________________________________
Address of the Witness _________________________________

Signature of ___________ Authorized Official of the Bank
Name of Official _________________________________ Designation
_____________________________ Stamp/Seal of the Bank
_____________________________