

**पंजीकृत/REGISTERED**

दूरभाष /Telephone : 022 – 24362611  
ई-मेल/E-mail : [civilian-sect-west@icg.nic.in](mailto:civilian-sect-west@icg.nic.in)

**Mukhyalaya**  
**Tatrakshak Kshetra (Paschim)**  
मुख्यालय / Headquarters  
तटरक्षकक्षेत्र (पश्चिम)/Coast Guard Region (West)  
वर्ली सागर-मुख्य डाकघर/Worli Seaface Post Office  
मुंबई – 400 030/Mumbai – 400 030

File No.: 266/31/156/2017-Vol.I

○ 2- May 17

**तटरक्षक क्षेत्र (पश्चिम) के कार्यालय में बाहर से लिपिकीय बोलियों का आमंत्रण प्रस्ताव**  
**REQUEST FOR PROPOSAL FOR OUTSOURCING OF CLERICAL STAFF**  
**FOR CGRHQ (W) OFFICE**

मान्यवर/Sir,

1. इस आर एफ पी के भाग-II में दी गई सूची के अनुसार तटरक्षक क्षेत्र (पश्चिम) कार्यालय में बाहर से लिपिकीय स्टाफ की भर्ती हेतु मोहर बंद लिफाफे में बोलियाँ आमंत्रित की जाती हैं।

1. Bids in sealed cover are invited for Outsourcing of Clerical Staff listed in Part-II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. बोलियाँ प्रेषित करने के लिए अथवा इस आर एफ पी से संबंधित स्पष्टीकरण प्राप्त करने हेतु पता और संपर्क संख्याएँ नीचे लिखी हैं -

मुख्यालय तटरक्षक क्षेत्र (पश्चिम)  
मुख्यालय  
तटरक्षक क्षेत्र (पश्चिम)  
वर्ली सागर-मुख्य डाकघर, मुंबई – 400 030  
टेलिफोन संख्या - 022-24362611

2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below –

Mukhyalaya Tatrakshak Kshetra (Paschim)  
Headquarters  
Coast Guard Region (West)  
Worli Seaface Post Office  
Worli, Mumbai – 400 030  
Telephone No. 022-24362611

3. यह आर एफ पी पांच भागों में विभाजित है जो निम्नलिखित अनुसार हैं :-

(क) भाग-I, इसभाग आईएस भाग में बोली लगाने वालों के लिये प्रस्ताव के संबंध में सामान्य सूचना और निर्देश जैसे कि समय, निविदाएँ जमा करने और खोलने का स्थान, निविदाओं की प्रामाणिक अवधि आदि दिये गये हैं।

जारी/Contd... 2/-

(ख) भाग-II, इसमें अपेक्षित वस्तुओं / सेवाओं का आवश्यक विवरण जैसे कि आवश्यकता / मांग सूची (एस ओ आर), तकनीकी विशिष्टताओं, लिपिक उपलब्ध कराने की अवधि और परेशिती का विवरण का विवरण दिया गया है।

(ग) भाग-III इसमें आर एफ पी की मानक शर्तें सम्मिलित हैं जिसमें सफल बोली लगाने वाले के साथ अनुबंध के संबंध में लिखा गया है।

(घ) भाग-IV, इसके अंतर्गत इस आर एफ पी के संबंध में लागू विशेष शर्तों सम्मिलित हैं जिसमें सफल बोली लगाने वाले के साथ अनुबंध का विवरण दिया गया है।

(ङ) भाग-V इसमें मूल्यांकन के मापदंड और और बोलियों के मूल्य का प्रपत्र दिये गए हैं।

3. This RFP is divided into five Parts as follows:

- |     |          |  |
|-----|----------|--|
| (a) | Part-I   | Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.     |
| (b) | Part-II  | Contains essential details of the services required, such as the Schedule of Requirements (SOR), Technical Specifications, Period for Providing Clerks, and Consignee details. |
| (c) | Part-III | Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.  |
| (d) | Part-IV  | Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.   |
| (e) | Part-V   | Contains Evaluation Criteria and Format for Price Bids.  |

4. यह आर एफ पी किसी वित्तीय प्रतिबद्धता के साथ जारी नहीं की गया है और खरीददार किसी भी चरण पर इसके किसी भी भाग को बदलने या परिवर्तित करने का विशेष अधिकार प्राप्त है। आवश्यकता पड़ने खरीददार किसी भी चरण / समय आर एफ पी वापस ले सकता है।

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. आर एफ पी के भाग I, II, III, IV, और V भी संलग्न हैं।

5. RFP Part I, II, III, IV and V are enclosed herewith.

6. जिस अनुच्छेद रिक्त चिह्नित है उसे आर एफ पी का भाग नहीं माना जायेगा।

6. The Para marked with "Blank" will not be considered as part of RFP.

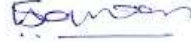
7. करों को आर एफ पी के अनुच्छेद 2 और 3 के भाग V में दिए गए प्रारूप के अनुसार प्रदर्शित किया जाना चाहिए न कि " कर अतिरिक्त जहाँ लागू हो" के रूप में।

7. Taxes should be shown as format given in para 2 & 3 of part V of RFP not " Taxes extra as application".

8. यदि, विक्रेता निविदा जांच के संबंध में कोई उत्तर न देना चाहें तो भी इस मुख्यालय को खेद-पत्र भेजें ।
8. In case, vendors who do not want to respond against tender enquiry, also to forward regret letter to this Headquarters.

धन्यवाद / Thanking you,

भवदीय / Yours faithfully,



(संध्या पवार (Sandhya Pawar)

असैनिक स्टाफ अधिकारी/ Civilian Staff Officer

क्षेत्रीय असैनिक स्टाफ अधिकारी/Regl.Civilian Personnel Officer

कृते कमांडर/for Commander

तट रक्षक क्षेत्र पश्चिम(Coast Guard Region (West)

अनुलग्नक: यथोपरि

Encl: As above

**TENDER ENQUIRY NO. 266/31/156/2017 DATED 02 MAY 17**

**FOR OUTSOURCING OF CLERICAL STAFF**

**Part I – General information**

1. **Last date and time for depositing the Bids : 1400 hrs on 23 May 17.** The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder
2. **Manner of depositing the Bids :** Sealed Bids should be either dropped in the Tender Box marked as **LP Cell** or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
3. **Time and date for opening of Bids : 1530 hrs on 23 May 17** as per DPM-09. (if due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
4. **Location of the Tender Box : At Headquarters, Coast Guard Region (W) premises (Guard Room).** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids : Headquarters, Coast Guard Region (W) (Reception).** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial / technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid system: Bids to be submitted in two parts:-**
  - (a) Technical bid consisting of all technical details along with commercial terms and conditions. As per Annexure 'A', 'B' and 'C' as mentioned at the part II of RFP.
  - (b) Financial bid indicating item wise price for the items mentioned in the technical bid and all other commercial terms and conditions.

**Note :** Technical bid and financial bid should be in separate envelopes and forwarded in a single sealed envelope. The Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bid. Commercial Bid of only those firms will be opened, whose Technical Bid are found compliance / suitable after Technical evaluation.

7. **Forwarding of Bids –** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP :** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids:** The Bids should remain valid till 120 days from the last date of submission of the Bids.
14. **Earnest Money Deposit :-** Bidders are required to submit Earnest Money Deposit (EMD) an amount of **Rs.1,00,000.00 (Rupees lakh only)**. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or private sector bank. Authorized to conduct government business as per from DPM-166 (Available in MOD website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The bid security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organisation (e.g DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself and Coast Guard. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

**Part II – Essential Details of Items / Services required**

1. **Schedule of Requirement :-**

<b><u>Sl.</u></b>	<b><u>Description</u></b>	<b><u>Deno</u></b>	<b><u>Total</u></b>
(a)	Outsourcing of 19 Clerks who knows English Typing with a speed of 25 w.p.m. and are well conversant with computers and essentially well trained in MS Word language and also desirably possess knowledge of LAN functioning, MS Excel and MS Power Point package/language. The requirement of the Department may increase or decrease during the initial period of contract also.	Nos.	19

2. **Technical Details:- As per SQRs placed at Annexure “A”.**

3. **Two-Bid System:** In respect of two-bid system, Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format alongwith Technical Bid:-

Para of RFP specifications item-wise	Specification of items offered	Compliance to RFP specification – whether Yes / No	In case of non-compliance deviation from RFP to be specified in unambiguous terms

**Compliance matrix for RFP terms / conditions and SQR placed at Annexure “A”, “B” and “C” respectively.**

4. **Period for providing of Clerks** – Period for providing of clerks would be **30 days** from the effective date of contract. Please note that contract can be cancelled unilaterally by the Buyer in case the contractor do not provide clerks within the contracted providing period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. **INCOTERMS for Delivery and Transportation-(“E”/“F”/“C”/“D” Terms) – Blank**

6. **TERMS OF DELIVERY DATE OF DELIVERY- Blank**

7. **Consignee’s Details**

**Headquarters  
Coast Guard Region (West)  
Worli Seaface Post Office  
Worli Colony, Worli  
Mumbai – 400 030**

8. The Coast Guard Regional Headquarters (West) follows Central Government Office timings and has five days working (i.e. Monday to Friday) in a week from 09.00 AM to 05.30 PM with a lunch break of ½ hrs. from 1.00 PM to 1.30 PM. Besides this the Department observes the Gazetted holidays notified by the Government of India from time to time. The outsourcing services of personnel, however, may be required to attend the office as and when required on Saturday / Gazetted holiday (on prior intimation) for which he/she will not be paid any additional wage as per MWA, 1948.

9. In case, the person employed by the successful Company/Firm/Agency commits any act omission/commission which amounts to misconduct/indiscipline/incompetence, the successful company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work as required by the Coast Guard Regional Headquarters (West).

10. The selected agency shall immediately provide a substitute in the event of any person leaving the job due to his/ her personal reasons. The delay by the agency in providing a substitute beyond three working days shall attract a pre-estimated agreed liquidated damages @ ` . 200/- per day on the service-providing agency.

11. The Service providing agency shall be solely responsible for the redressal of grievances/resolution of disputes relating to person deployed. The Department shall, in no way be responsible for settlement of such issues whatsoever.

12. 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 this Department during the currency or after expiry of the contract.

13. 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 any relaxation for absorption in the regular/otherwise capacity in the Regional Headquarters (West).

### **Part III – Standard Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law** : The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of the Contract** : The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration**: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7 and DPM-9 (available in MOD Website and can be provided on request). For any dispute arising out of this document, the jurisdiction will be within Mumbai area only.

4. **Penalty for use of Undue influence**: The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or is favour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission**: The Seller confirms and declares to the Buyer that the Seller is the owner of the company referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any outsourcing Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.



6. **Access to Books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages:** (a) In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the manpower/stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The **BUYER** may also deduct from the **SELLER** as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

(b) This Headquarters 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.

9. **Termination of Contract:** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases :-

(a) The providing of manpower is delayed for more than (30 days) effective date of contract.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) Blank.

(d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

13. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

14. **Taxes and Duties**

(a) **In respect of Foreign Bidders: Blank**

(b) **In respect of Indigenous bidders : Blank**

(i) **General**

1. Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP in absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

2. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

3. Any changes in levies, taxes and duties levied by Central/state/Local governments such as excise duty, VAT, Service-tax, Octroi/entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

4. Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicted separately in the bids. Bidders are required to include the same in the pricing of their product.

(ii) **Customs Duty –**

1. **Blank.**

2. Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

3. In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

iii) **Excise Duty : Blank**

iv) **Sales Tax / VAT : Blank**

v) **Octroi Duty & Local Taxes : Blank**

#### **Part IV – Special Conditions of RFP**

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:- For supply order amount more than ` . 2 lakhs.**

(a) **Indigenous cases:-** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Option Clause: Blank**

3. **Repeat Order Clause : Blank**

4. **Tolerance Clause:** - To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to      % plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms and conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms for Indigenous Sellers: On Pre-audit Basis**

The contractor shall submit consolidated monthly bills in duplicate for the amount due for the services rendered during the preceding one-month by the 10<sup>th</sup> of the month alongwith attendance sheet and satisfactory performance certificate duly verified by the officer with whom his workman is attached. The payment for the services will be made to the contractor in arrears and no advance payment will be made to the contractor. The contractor shall also enclose a certificate on the bill of having paid the prescribed pages to the workman as per contractual rates.

6. **Payment terms for Foreign Sellers : Blank**

7. **Advance Payments : No advance will be paid.**

8. **Paying Authority :** The payment will be made through PCDA (Navy), No. 1 Cooperage Road, Mumbai – 400039 is the paying authority. However, bill should send to indentor only.

(a) Ink-signed copy of Commercial invoice / Seller's bill.

(b) Copy of proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(c) Copy of receipt towards payment of service tax to be submitted alongwith bill for each month.

(d) Performance Bank guarantee / Indemnity bond where applicable.

(e) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

(f) Any other document / certificate that may be provided for in the Supply Order / Contract.

9. **Foreign Sellers : NA**

10. **Fall clause :**

(a) The price charged for the clerks provided under the contract by the Seller shall in no event exceed the lowest prices at which the Seller Provide the clerks of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of the contract placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to provide clerks to any person/organisation including the purchaser or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the Work Order, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the Work Order for the services of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to :-

- i. Exports by the Seller.
- ii. NA
- iii. NA.
- iv. Provision of clerks at lower price on or after the date of completion of sale/placement of the order by the authority concerned under the existing or previous Rate Work Orders as also under any previous Work Orders entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate Work Order – “We certify that there has been no reduction in price of the outsourcing of clerks identical to provided to the Government under the Work/Supply Order herein and such outsourcing have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Supply Order at price lower than the price charged to the government under the Supply Order except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details.

11. **Exchange Rate Variation Clause : NA**

12. **Risk & Expense clause :**

1. Should the stores or any instalment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any instalment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

2. Should the stores or any instalment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

3. In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(a) Such default.

(b) In the event of the contract being wholly determined the balance of the stores remaining to be delivered thereunder.

4. Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER. Such recoveries shall not exceed \_\_\_ - \_\_\_ % of the value of the contract.”

13. **Force Majeure clause**

(a) Neither party shall bear responsibility for the complete or partial non performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

14. **Quality Assurance : NA**

15. **Inspection Authority : By user**

16. **Warranty : NA**

**Part-V – Evaluation Criteria & Price Bid issues**

1. **Evaluation Criteria** :- The broad guidelines for evaluation of Bids will be as follows:
- (i) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, commercially.
  - (ii) **Blank.**
  - (iii) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:-

**Note:** - In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

2. **Price Bid Format (to be used for L-1 determination)** :- The Price Bid Format in general is given below and Bidders are required to fill up correctly with full details, as required under Part-II of RFP (The format indicated below is only as an illustration. This format should be filled up with requirements as mentioned in Part-II of RFP) :-

- (a) The bidders are required to furnish following details also :-
  - (i) Name of tendering Company/Firm/ Agency.
  - (ii) Details of Earnest Money Deposit : D.D No. Date and Drawn on Bank.
- (b) All the outsourcing services of personnel Deployed in this Department will be paid their wages on monthly basis (By cheque in time) by the Company /Firm / Agency and the photocopies of disbursed cheque will be submitted in this Department alongwith copy of receipt towards payment of ESIC and EPF.
- (c) The quotation for payment to the Clerical Staff should not be less than minimum wages approved by State Government for such personnel. This should include HRA, DA and such allowances as applicable including employer’s contribution to EPF/ESIC. The exact breakdown alongwith the contractor’s service/maintenance charges should be quoted. The bidders are required to fill up the price bid format correctly with full details as per prescribed format given below:-

Basic Price of –

<b><u>Sl No.</u></b>	<b><u>Description, Allowances per month for one Clerical</u></b>	<b><u>Amount</u></b>	<b><u>Basic Total</u></b>	<b><u>Per month Salary of 19 Clerical Staff</u></b>
(a)	Basic Pay			
(b)	Dearness Allowance			
(c)	HRA			
(d)	Conveyance			
(e)	Other entitled Allowances as per rules			
<b>Sub Total (a to e) = A</b>				
(f)	EPF (Employers Contribution)			
(g)	ESIC (Employees Contribution)			
(h)	Other entitled deduction as per rules			
<b>Sub Total (f+g+h) = B</b>				
(j)	Service Charges /Maintenance Charges in % (Sub Total C )			
(k)	Service Tax as per Govt. orders on total (A+B+C) = D			
(l)	<b>Grand Total (A+B+C+D)</b>			

**Note : (a) Determination of L-1 will be done based on total of basic prices mentioned from (a) to (j) above (not including levies, taxes and duties levied by Central / State / Local Govt. such as excise duties, VAT, Service Tax, Octroi / Entry Tax etc. on final offer) of all requirements as mentioned above.**

**(b) As Coast Guard is not a business entity registered as a body corporate it is not covered under notification Nos. 30/2012 Service Tax dated 20 Jun 12 pertaining to reverse charge. Commissioner of Service Tax Mumbai clarification No. 35 of 2012 forwarded vide letter dated April 2013 is relevant. Hence, the complete service tax liability will be discharge by the service provider.**

3. Additional information in Price Bid on Taxes and Duties (not in scope of L-1 determination)

(a) Is Excise Duty extra?

(b) If yes, mention the following –

- i. Total value of items on which Excise Duty is leviable:
- ii. Rate of Excise duty (item-wise if different ED is applicable):
- iii. Surcharge on Excise duty, if applicable?
- iv. Total value of excise duty payable:

(c) Is Excise Duty Exemption (EDE) required:

(d) If yes, then mention and enclose the following:

- i. Excise notification number under which EDE can be given:

(e) Is VAT extra?

(f) If yes, then mention the following:

- i. Total value on which VAT is leviable:
- ii. Rate of VAT:
- iii. Total value of VAT leviable:

(g) Is Service Tax extra?

(h) If yes, then mention the following:

- i. Total value of Services on which Service Tax is leviable:
- ii. Rate of Service Tax leviable:
- iii. Total value of Service Tax leviable:

(j) Is Custom Duty Exemption (CDE) required:

(k) If yes, then mention the following:

- i. Custom notification number under which CDE can be given (enclose a copy)
- ii. CIF value of stores to be imported:
- iii. Rate of Customs Duty payable:
- iv. Total amount of Customs Duty payable:

(l) Octroi / Entry taxes:

(m) Any other Taxes / Duties / Overheads / Other costs:

**(I) ORDER FOR ARRANGEMENT OF DOCUMENTS (DULY ATTESTED BY GROUP 'A' GAZETTED OFFICER OF THE GOVT. OF INDIA OR CLASS-I OFFICER OF THE STATE GOVT.) ALONGWITH THE TECHNICAL BID**

- (a) Application – Technical Bid (format attached alongwith Declaration).
- (b) Copy of the registration certificate office / branch office in Mumbai.
- (c) Copy of PAN/GIR Card.
- (d) Copy of the IT return filed by the agency for the last three years.
- (e) Copy of the service tax registration letter/certificate.
- (f) Copy of the EPF registration letter/certificate
- (g) Copy of the ESI registration letter/certificate.

**(II) POST CONCLUSION OF CONTRACT, THE SUCCESSFUL AGENCY NEED TO SUBMIT FOLLOWING DOCUMENTS PRIOR TO DEPLOYMENT OF OUTSOURCING SERVICES OF PERSONNEL**

- (a) List of persons deployed
- (b) Bio-Data of the persons
- (c) Attested copy of matriculation/Intermediate certificate containing date of birth (Age should not be less than 18 years and more than 40 years).
- (d) Character Certificate from Group 'A' or Class-I Officers of the Central/State Government or Notary Public.
- (e) Certification of verification of antecedents of persons by local Police authority.
- (f) Identity Cards bearing photograph.
- (g) In addition to above, copies of any of the following two documents :-
  - (i) Aadhar Card
  - (ii) Voter Card
  - (ii) Ration Card
  - (iv) Driving Licence
  - (v) PAN Card
  - (vi) Passport



**APPLICATION – TECHNICAL BID**

For providing outsourcing services of personnel to Coast Guard Regional Headquarters (West)

- 1. Name of Tendering Company/Firm/Agency \_\_\_\_\_  
(Attach certificate of registration) \_\_\_\_\_
- 2. Name of proprietor/Director of Company/  
Firm/ Agency \_\_\_\_\_
- 3. Full address of Registered Office \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-Mail address: \_\_\_\_\_

- 4. Full address of Operating Registered/  
Branch Office in Mumbai \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number : \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
E-Mail address: \_\_\_\_\_

- 5. Banker of Company/Firm/Agency  
(Full address) \_\_\_\_\_
- 6. PAN/GIR No. \_\_\_\_\_  
(Attach attested copy)
- 7. Service Tax Registration Number \_\_\_\_\_  
(Attach attested copy)
- 8. E.P.F. Registration Number \_\_\_\_\_  
(Attach attested copy)
- 9. E.S.I. Registration Number \_\_\_\_\_  
(Attach attested copy)

10. Give details of the major similar contracts handled by the tendering company/Firm/Agency during the last three years, if any, in the following format with supporting documents:-

<b>Sl. No.</b>	<b>Details of client along with address, telephone numbers</b>	<b>Amount of Contract (₹ Lakh)</b>	<b>Duration of Contract</b>	
			<b>From</b>	<b>To</b>
1.				
2.				
3.				

(If the space provided is insufficient, a separate sheet may be attached)

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

Signature of authorised person  
Name: \_\_\_\_\_  
Seal

Date:

Place:

**DECLARATION**

1. \_\_\_\_\_ Son / Daughter / Wife of Shri \_\_\_\_\_ signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document:
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them:
3. The information./documents furnished along with the above application are true authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage and liable for prosecution under appropriate law and forfeiture of my EMD.
4. For any dispute arising out of this document, the jurisdiction will be within Mumbai area only.

Signature of authorised person

Full Name: \_\_\_\_\_

Seal: \_\_\_\_\_

Date:

Place:

**Annexure "B" to RHQ (W) RFP 266/31/156/2017 Vol-I dated 02 May 17.**

**COMPLIANCE MATRIX**

<b><u>Sl.</u></b>	<b><u>Parameter/terms &amp; Conditions</u></b>	<b><u>Relevant Para No.</u></b>	<b><u>Compliance to Specification by Firm whether Yes/No</u></b>	<b><u>In case of Non-compliance, Deviation to be Specified in Unambiguous Terms</u></b>
1	The Department has initial requirement for 19 Clerks may increase or decrease during the initial period of contract also.	Para 2 of Part-II of RFP		
2	Bids should remain valid till 120 days from the last date of submission of the Bids.	Clause 13 of Part-I of RFP		
3	Earnest Money Deposit Firms seeking EMD waiver must enclose required registration certificate	Clause 14 of Part-I of RFP		
4	Delivery period 30 days	Clause 4 of Part-II of RFP		
5.	LD clause of RFP	Part -III including LD clause mentioned at Para 8		
6	Taxes and Duties	Clause 14 of part-III of RFP		
7	Acceptance of Payments terms	Clause 5 to 7 of Part- IV of RFP		
8	Acceptance of Performance Guarantee	Clause 01 of Part-IV of RFP		
9	Warranty /Guarantee terms	Clause 15 of Part-IV of RFP		
10	Price Bid format	Clause 02 of Part-V of RFP		
11	Inspection Authority clause	Clause 14 of Part-IV of RFP		
12	Two-Bid system	Para 3 of Part-II		
13	Acceptance of all terms and conditions of RFP	Part-III & page No.15		

Signature of Authorized signatory  
with office seal

**Annexure "C" to RHQ(W) RFP 266/31/156/2017 Vol-I  
dated 02 May 17.**

**COMPLIANCE MATRIX FOR SQRS**

<b><u>Sl.</u></b>	<b><u>Parameter</u></b>	<b><u>Compliance to specification by firm whether yes/no</u></b>	<b><u>In case of non compliance, deviation to be specified in unambiguous terms</u></b>
1.	<b><u>TECHNICAL REQUIREMENT FOR THE TENDERING COMPANY / FIRM / AGENCY</u></b>		
	The tendering manpower Company / Firm / Agency should fulfill the following technical specifications :-		
	(a) The Registered Office or one of the Branch Office of the manpower Company/Firm/Agency should be located either in Mumbai or in any of the Satellite towns of Mumbai.	/	
	(b) The manpower Company/Firm/Agency should be registered with the appropriate registration authority.		
	(c) The Company/Firm/Agency should have at least one year experience in providing manpower to Central / State Govt Departments/ Nationalised Banks / Public Sector Undertakings etc.		
	(d) The Company/Firm/Agency should have its Current Account with a Bank.		
	(e) The Company/Firm/Agency should be registered with income tax and service tax Department in Mumbai.		
	(f) The Company/Firm/Agency should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act in Mumbai.		
	(g) IT Return for last three years.		

signatory

Signature of Authorized

With office seal