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ISO 9001:2015 CERTIFIED**w.e.f 19 Jul 18**

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फैक्स/Telefax:044-23460473

ईमेल/E-mail: cgsd-chn@indiancoastguard.nic.in

तटरक्षक सामान भंडार

Coast Guard Store Depot

जी एम पेट्टई मार्ग, रायपुरम

GM Pettai Road, Royapuram

चेन्नई/Chennai – 600 013

Reply should be addressed
to the Officer-in-Charge

Quoting: CGSD(CHN)/DEO/06/2019-20

27 जून/Jun 19

M/s. _____

**INVITATION OF BID FOR OUTSOURCING OF DATA ENTRY OPERATORS
FOR COAST GUARD STORE DEPOT (CHENNAI) REQUEST FOR PROPOSAL
(RFP)No.CGSD (CHN)/DEO/06/19-20 DATED 27 JUN 2019**

1. Bids under two bid systems (Technical Bid and Commercial Bid) in sealed covers are invited on OTE basis for concluding Annual Contract for hiring of 09 Data Entry Operators for CGSD Chennai at Royapuram, Chennai, for the year 2019-20. Details regarding Scope of Contract and requisite services are **listed in Part II of this Tender Enquiry**. Please super scribe the above mentioned Title, Tender Enquiry number and date of opening of the Bids on the sealed covers to avoid the Bid being declared invalid. In case of bid system, please also superscribe "Technical Bid" & "Commercial Bid" on respective covers.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this Tender Enquiry are given below:-

(a)	Bids/queries to be addressed to	The Officer-In-Charge
(b)	Postal Address for sending the bills	Coast Guard Store Depot
		GM Pettai Road, Royapuram
		Chennai - 600 013
(c)	Name/designation of the contact person	Comdt (JG) T S Sajwan Logistics Officer
(d)	Telephone no. of the contact person	044-23460474
(e)	Fax number	044-23460473
(f)	E-mail of contact person	cgsd-chn@indiancoastguard.nic.in



3. This Tender Enquiry is divided into five Parts as follows:

(a) **Part I** – Contains General Information and Instructions for the Bidders about the Tender Enquiry such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains essential details of the Industrial Workers required, such as the Schedule of Requirements (SOR), Consignee details etc.

(c) **Part III** – Contains Standard Conditions of Tender Enquiry, which will form part of the Contract with the successful Bidder.

(d) **Part IV** – Contains Special Conditions applicable to this Tender Enquiry and which will also form part of the contract with the successful Bidder.

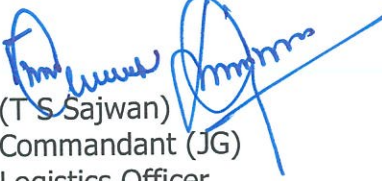
(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

4. This Tender Enquiry 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 Tender Enquiry, should it become necessary at any stage.

5. **Acceptance of Terms & Conditions.** The tender shall clearly mention the following in their offer letter: -

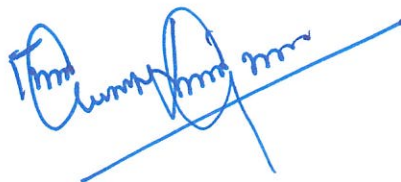
"WE ACCEPT ALL THE TERMS AND CONDITIONS MENTIONED IN TENDER ENQUIRY CGSD (CHN)/DEO/06/19-20 Dated 27 Jun 2019"

6. The cost of tender is Rs. 250/- (Rupees Two Hundred Fifty only) (non refundable). The payment will be accepted by Cash only.


(T S Sajwan)
Commandant (JG)
Logistics Officer
for Officer-in-Charge
Coast Guard Store Depot Chennai

Part I – General information

1. **Last date and time for depositing the Bids: 22 Jul 19 at 1000 hrs.** The sealed bids (both Technical and Commercial) should be deposited/reach this Depot by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed quotations clearly marking reference no. (Tender Enquiry number) and date on the envelop should be either dropped in the "**Tender Box**" marked 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: 22 Jul 19 at 1100 hrs.** (If due to any exigency, the due date for opening of the Bid is declared a closed holiday, then it 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:** **The Main Entrance near to Security Point of Coast Guard Store Depot, GM Pettai Road Royapuram, Chennai - 600 013.** 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:** **Conference hall of Coast Guard Store Depot Chennai.** Proprietor / Director or representative of the firm with authorization from the firm will be permitted to participate in tendering process. Rates and important commercial 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:** The quotations must be submitted by the bidder under two bid system i.e. **Technical –Bid** and **Commercial Bid** to be submitted in separate sealed covers as per the formats at **Appendix-'A'** and **Appendix 'B'** respectively. Bidder are also required to furnish clause by clause compliance of eligibility criteria/ tendered parameters bringing out clearly the deviations from the eligibility criteria/ tendered parameters, if any. The bidders are advised to submit the compliance statement in the appended format along with bidder signature - whether Yes/No in response compliance to Tender Enquiry/eligibility criteria in case of non compliance, Deviation from Tender Enquiry/ TE to be specified. Technical Bids would be opened on the time and date mentioned above. Date of opening of commercial bid will be intimated after acceptance of the Technical bids, Commercial Bids of only those firms will be opened, whose technical bids are found compliant/suitable after technical evaluation done by the buyer.



7. **Forwarding of Bids:** The technical bid and the financial bid should be sealed by the bidder in separate covers duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super scribed. The technical bids will be opened and evaluated in the first instances. Bids should be forwarded by Bidders under their original memo / letter pad inter-alia furnishing details like TIN & PAN number, VAT/CST/GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the Tender Enquiry:** 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 07 (Seven) 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. The 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 of opening of the bid, failing which the defaulting Bidder may be delisted for the given range of services as mentioned in this TENDER ENQUIRY.
13. **Validity of Bids:** The Bids should remain valid for a period of **120 days** from the last date of submission of the Bids.

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14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) @ 5% of total contract amount ₹ 1,41,521/- (Rupees One lakh forty one thousand five hundred twenty one only) in form of demand draft / fixed deposit receipt / Bankers Cheque along with their bids. The EMD (Demand draft / fixed deposit receipt / Bankers Cheque) should be account payee and issued by any of the public sector banks or a private sector bank authorized to conduct government business in favour of **Dy. Controller of Defence Accounts, Office of the AO (Navy), Fort St. George, Chennai – 600 009** along with their bids as per Form DPM – 16 (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 Organization (e.g. DGS&D), National Small Industries Corporation (NSIC), MSME or any Department of MoD or MoD itself. 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. **EMD to be submitted in the separate envelope along with Commercial Bid.**

(a) Bidders are required to submit EMD for an amount equal to 5% of the quote along with bids.

15 **Pre bid meeting:** The firms are requested to assemble at CGSD Chennai conference hall at **1100 hrs on 15 Jul 19** for pre bid meeting prior submission of the bids.



PART-II

ESSENTIAL DETAILS OF SERVICES REQUIRED

1. **Schedule of Requirements.** Hiring of 09 Data Entry Operators for CGSD Chennai for a period of One year.

2. **Scope of Work.**

(a) The scope of work includes downloading of e-mails and sending of e-mails on a daily basis to various ships and units of the Coast Guard.

(b) Since this unit is a Store Depot, entry of the data as guided by the store-in- charges into the system and subsequent report generation.

(c) Typing of official correspondences

(d) Assisting the Depot staff in preparation of PPTs, Briefs and reports.
(The specific nature of the job with regards to the Depot Inventory Management System will be explained and taught to the DEO on joining)

3. **Pre-requisite for the Data Entry Operator.**

(a) She/he should be having minimum educational qualification of intermediate with English as one of the subject.

(b) The DEO should be aged between 18-40 years.

(c) She/he should have minimum typing speed of 30 words per minute in English.

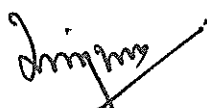
(d) She/he should have undergone basic computer course and should be well versed with Microsoft Office, internet browsing, e-mailing etc.

(e) She/he should have at least 02 years of experience as Data Entry Operator from a reputed Central Govt. /State Govt./Private agency.

(f) She/he should maintain highest order of discipline while in the CGSD Chennai premises.

(g) She/he should have undergone police verification and submit the concerned documents in the Depot.

(h) She/he should not claim, during any stage of the employment any permanent employment in the Indian Coast Guard.



(j) The Nature of the job includes preparation of letters in English (Hindi in some cases), downloading of e-mails on daily basis, and working on the Depot Management System and needs to work at Depot from 0900 Hrs to 1730 hrs from Monday to Saturday.

(k) She/he may be called on Non-working days/Holidays as per CGSD's requirement and may require staying (very rarely) after working hours in case any such requirement arises.

4. **Conduct of the Data Entry Operators hired.**

(a) All data Entry Operators are to report to Depot six days in a week except Sundays.

(b) Under no circumstances, the Data Entry Operators hired shall be treated, regarded or considered or deemed to be the employees of the Indian Coast Guard. The service provider alone shall be responsible for their remuneration, wages, their benefits and service conditions of all the employees deployed by the agency.

(c) Indian Coast Guard will not be responsible or liable to pay any compensation to such Data Entry Operator for any type of accident or injury or death while on duty or otherwise.

(d) The Data Entry Operators should be polite and efficient, while handling the assigned work and their action shall promote goodwill and enhance the image of this office. They should not carry any official documents in any form.

(e) The DEOs appointed by the service provider shall abide by the security instructions of the buyer issued from time to time and should submit themselves for any security checks within the premises of the workplace.

(f) The DEOs shall not divulge or disclose to any person any details of the office, operational process, technical know-how, security arrangements, and administrative/organizational matters of a confidential/secret nature.

(g) The DEOs should be of good health and not suffering from any diseases. If any person is found medically unfit by this unit/Medical Officer or shows symptoms or otherwise, he/she shall be removed and suitable replacement to be provided by the service provider at the earliest.

5. **Technical Details.** NA



6. **Two-Bid System.** : The quotations must be submitted by the bidder under two bid system i.e. **Technical –Bid** and **Commercial Bid** to be submitted in separate sealed covers as per the formats at **Appendix-'A'** and **Appendix 'B'** respectively. Bidder are also required to furnish clause by clause compliance of eligibility criteria/ tendered parameters bringing out clearly the deviations from the eligibility criteria/ tendered parameters, if any. The bidders are advised to submit the compliance statement in the appended format along with bidder signature - whether Yes/ No in response compliance to Tender Enquiry/eligibility criteria in case of non compliance, Deviation from Tender Enquiry/ TE to be specified. Technical Bids would be opened on the time and date mentioned above. Date of opening of commercial bid will be intimated after acceptance of the Technical bids, Commercial Bids of only those firms will be opened, whose technical bids are found compliant /suitable after technical evaluation done by the buyer.

7. **Scope of Annual Contract:-** The proposed Annual Contract will be an agreement between the purchaser and lowest bidder(s) (Supplier) to supply the **09 Nos Data Entry Operators for 01 Year as per latest wages rates promulgated by Central Government** including in this tender at specified prices, terms & conditions during the period of the contract. The contract will be in the nature of a standing offer and neither any quantity nor any anticipated drawls are guaranteed. As the Contract is a standing offer, either party (seller/ buyer) can revoke it at any time after giving a reasonable notice (at least 60 days in advance) and opportunity. However, once a supply order is placed on the supplier for supply of definite quantity in terms of the rate contract during the validity period of the rate contract that supply order becomes a valid and binding contract and the supplier will be bound to supply the ordered quantity.

8. **Delivery Period.** Delivery period for commencement of services would immediately with effect from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case services are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

9. **Consignee/Buyer's Details.** The Officer-In-Charge, Coast Guard Store Depot, GM Pettai Road, Royapuram, Chennai – 600 013 or any authority as authorized by him.



Part III – Standard Conditions of Tender Enquiry

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. Service provider 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:** Normally the contract shall come into effect on the date of signatures of both the parties on the contract except when some other effective date is mutually agreed to and specifically indicated / provided in 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, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of undue influence:** The Service provider 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 dis-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 Service provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the Service provider) or the commission of any offers by the Service provider 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 Service provider and recover from the Service provider 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 Service provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Service provider 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 Service provider 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 Service provider confirms and declares to the Buyer that the Service provider is the original provider of the services 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 Service provider; 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 Service provider 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 Service provider has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, and commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Service provider will be liable to refund that amount to the Buyer. The Service provider will also be debarred from entering into any supply 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 Service provider 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 Labour 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 Service provider 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 Service provider, 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/Service provider, 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:** In the event of the Contractor failure to submit the bonds, guarantees and Documents, supply the services, 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 contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed / undelivered services mentioned above for every week of delay or part of week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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

(a) If at any time after acceptance of the tender, buyer shall decide to abandon or reduce the scope of work for any reasons whatsoever and hence not require the whole or any part of the works to be carried out, the buyer will give notice of 30 days in writing to that effect to the Service Provider and the Service Provider shall have no claim to any payment for compensation or otherwise, whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

(b) That in the event of breach of any of the terms and conditions of the contract or the works of the Service Provider in the opinion of the buyer is not found satisfactory, or the buyer becomes insolvent or the Service Provider poses any security risk, the buyer shall be at liberty to terminate the contract, carry out the work through any other agency at the risk and cost of the Service Provider.

(c) That if the buyer desires to terminate the contract at any time for reasons other than mentioned therein above, it shall be at liberty to terminate the contract by giving one month notice of its intention to do so. The Service Provider shall however have liability to discharge the obligations under the contract during the period of the notice without any compensation from the Service Provider.

(d) The delivery of the services is delayed for causes not attributable to Force Majeure for more than (01 month) after the scheduled date of delivery.

(e) The Service Provider is declared bankrupt or becomes insolvent.

(f) The delivery of services is delayed due to causes of Force Majeure by more than (01 month) after the scheduled date of delivery.



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

10. **Notices.**

(a) 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 mail, addressed to the last known address of the party to whom it is sent.

(b) Any notice / discretion given under the terms of this agreement shall be considered to be duly served if the same have been delivered to, left for or dispatched by Registered Post to the Service Provider at his last known address. Any notice to be given to the buyer shall be considered as duly served if the same is delivered to left or dispatched by Registered Post by the said Service Provider to the Officer-in-Charge, Coast Guard Store Depot Chennai, GM Pettai Road, Royapuram, Chennai – 600 013. Any notice so posted shall be prima facie proof of service at the expiration of the time in which in the ordinary course of post it would have reached the address to which it was sent.

11. **Transfer and Sub-letting:** The Service provider 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 Service provider 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.

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.



14. Taxes and Duties:

In respect of Indigenous bidders: General

(a) **General:** If Bidder desires to ask for sales tax, the same must be specifically stated in the quotation. In the **absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.**


(b) On the Bids quoting service tax, the rate and the nature of tax applicable at the time of supply should be show separately. Taxes will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of service is legally to service tax and the same is payable as per the term of the contract

(c) **If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so.** In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders.

(d) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(e) **If a Bidder is exempted from payment of any duty/tax upto any value of contract from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have.** If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(f) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract term`s shall be allowed to the extent of actual quantum of such duty/tax paid by the Service provider. 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 Service provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Service provider.



Part IV – Special Conditions of tender enquiry

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

1. **Performance Bank Guarantee.** The bidder will be required to furnish a performance guarantee by way of bank guarantee for a sum equal to 10% of the value of contractor through a public sector bank or private sector bank authorized to conduct government business. Performance bank guarantee will be valid up to 60 days beyond the date of warranty. The specimen to PBG is given in Form DPM-15 available on MoD official website or can be requested from CGSD Chennai. Delaying submission of Performance Bank Guarantee within stipulated time limit will also attract penalty @ 0.5% per week of the correct value for the delayed period as in the case of liquidity damage.
2. **Option Clause:** The contract will have an option clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract it will be entirely the discretion of the Buyer to exercise this option or not.
3. **Price enhancement/revision clause.** The rates of minimum wages for the Data Entry Operator's are been revised by the Government from time to time. Any enhancement/revision in the total value of the contract as a result of revision/enhancement promulgated by the Government Gazette will be taken up for revision as and when the revision takes place provided it should be claimed with a letter of request by the vendor with the copy of government order.
 - (a) Payment will be made on post monthly basis after successful execution of supply of services/job orders issued against the RC during this period.
 - (b) Amount of LD / Risk Expense / penalty etc., if any, will be deducted from the billing amount.
 - (c) Monthly bills for bonafide use of Security personnel to be submitted by the contractor latest by the 3rd day of the subsequent month to security Section, along with the requisition issued. Payment will be made through **The Account Officer Office of DCDA (Navy), Fort St. George, Chennai - 600 009** subject to timely submission of bills by the contractor
Payment of Bills.
4. "Wages rates are to be quoted in accordance with the State/Central Government rate, whichever is higher applicable for outsourcing of Data Entry Operator. Minimum Service charges not less than 5% of the wages (Basic +VDA) to be quoted separately in words and figures. In case of more firms quoting same rates, either lottery system or



method of dividing the period of duration of contract between the bidders will be followed at the discretion of Competent Financial Authority to select the vendor. The rates quoted in paise will be acceptable only upto two decimal places and any rate quoted beyond two decimal places will be treated as 'freak' and quote will be rejected as not valid. Price quotes if received in two decimal places will be rounded off to the nearest Rupee. For example, ₹ 7.68 will be rounded off to ₹ 8.00. Similarly, ₹ 7.45 will be rounded off to ₹ 7.00 and so on. GST will be reimbursed on actual. The minimum wages should include all the items of wages, allowances and statutory emoluments due as notified by the State/Central Government from time to time".

5. "The contractor shall make payment to the outsourced personnel under the contract in the presence of a nominated CG officer of the unit on or before the 7th every month. In case where payment is made through bank, a copy of the details of the payment made to be submitted to the nominated officer by 10th of every month. In the event where the contractor fails to make the payment of wages by the stipulated date or make less payment the Indian Coast Guard reserves the right to make the payment to the outsourced personnel by deducting pay among payable to the contractor under any contractor or as debt payable to the contractor".

6. **Payment Terms for Indigenous Service providers.** It will be mandatory for you to indicate your bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT. A copy of form DPM-11 for receiving payment through ECS is available on MoD official website or can be requested from this Headquarters.

7. **Advance payments.** No advance payments will be made.

8. **Paying Authority.** The **DCDA (Navy), Fort St. George, Chennai - 600 009.** Payment of bills, payable on monthly basis, will be made on production of following documents:-

- (a) Ink signed copies of Contingent bill/ service provider's bill and invoice / bill.
- (b) Copy of sanction letter.
- (c) Performance satisfactory certificate duly signed by Buyer's Representative.
- (d) Attendance Sheet signed Supervisor and countersigned by Buyer Representative.
- (e) Contract Period extension letter with CFA sanction and alongwith extension of PBG (wherever applicable).
- (f) Details for electronic payment viz Account holder's name, Bank name and address, account type, account number, IFSC and MICR codes.
- (g) Monthly Bank payment details for monthly payments made to security personnel employed during the contract.

09. **Fall clause:-**

- (a) The price charged for the services to be supplied under the contract by the Contract shall in no event exceed the lowest prices at which the contractor sells the services or offer to sell services of identical description to any person/



Organizations 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 all work order placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the contractor reduce the sale price, sells or offer to sell such services to any person/ organization 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 contract, the supplier shall forthwith notify such reduction or sale or offer to sale to the Commanding Officer, ICGS (D) of Supplies & Disposal and the price payable under the contract for the stores/ services of such reduction of sale or offer of the sale shall stand corresponding reduced. The above stipulation will, however, not apply to:-

(i) Sale of service at lower price on or after the date of completion of sale/ replacement of the order of service by the authority concerned under the exiting or previous contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertaking 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 contract – "We certify that there has been no reduction in price of the services of description identical to the stores/ services supplied to the Government under the contract herein and such services have not been offered/ sold by me/ us to any person/ organization including the purchaser or any Statutory Undertaking of the Central/ State Government as the case may be up to the date of bill/ the date of completion of supplies against all supply orders placed during the currency of the contract at price lower than the price charged to the government under the contract except of quantity of services under sub-clauses (i), (ii) and (v) of sub-para (b) above, details of which are given below:-

10. **Force majeure Clause:-** 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 services under the provision of the same contract), if the non-performance results from such force majeure circumstances as flood, fire, earthquake 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.



(a) 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.

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

(c) Certificate of a chamber of commerce or other component authority or organization of the respective country shall be a sufficient proof of commencement an cessation of the above circumstances.

(d) If the impossibility of complete of partial performance of an obligation lasts for more than 06 months, either party hereto reserves the right 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.


11. **Risk & Expense clause :-**

(a) If the Service Provider fails to carry out on any day any of the work mentioned in Schedules or fail to provide personnel, without prejudice to any other right or remedy available under the law to the buyer on account of such breach, pro rata recovery alongwith penalty equal to 1% of the monthly charges per day will be recovered from the monthly bill of the Service Provider. The quantum of recovery will be decided by the buyer which will be binding & final.

(b) The buyer will have the right to make good any shortfall in the services of the Service Provider at the risk and cost of the Service Provider, in addition to deduction of penalty mentioned above, from the monthly bill of the Service Provider or from the Performance Bank Guarantee.

(c) The buyer shall be entitled to deduct from the pending bills of the Service Provider all such sums of money as may be claimed by the buyer in terms of this Agreement. Any sum of money not covered by the amount of the said bills shall be liable to be deducted from the Performance Bank Guarantee.

(d) That the Service Provider shall provide the services of personnel as specified in the Schedule on all working days and on such other days as required by the buyer. In case any person fails to report for duty, the Service Provider shall depute an alternate person for performing duties. Failure by the Service Provider to deploy the number of persons as specified in the contract shall entail proportionate deduction from the amount of contract.



12. **Inspection Authority.** The inspection will be carried out by the **Deputy Officer-in-Charge or any officer nominated by this Depot.** The mode of inspection would be Departmental/ User/ Joint/ Self-certification.

13. **Minimum Wages:-** The contractor should ensure payment of exiting minimum wages as per Minimum Wages Act, 1948 as revised from time to time to the conservancy staff deployed by him. No adherence to the Minimum Wages Act, 1948 will result in cancellation of the contract, forfeiting of EMD/PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed Data Entry Operators at CGSD Chennai contract as per the **existing minimum wages promulgated by the Central/State Government whichever is higher.**

14. The contract rates shall be based on existing Minimum Wages promulgated by Ministry of labour and Employment, Govt. of India for the specific billet of DEO's duly supported by Government Order or Minimum Wages promulgated by Govt of Tamil Nadu duly supported by Govt. Order or Minimum wages promulgated by District Collector of Chennai duly supported by Govt. Order whichever is higher. The payment to the contractor will be enhanced in accordance with wages as revised and promulgated by Govt orders from time to time.

15. In case of manual disbursement of wages (by cash) in compelling circumstances, OIC CGSD Chennai will nominate an authorized representative who will be present at the place and time of the disbursement of the wages and the Controller shall ensure the disbursement of the wages in the presence of authorized representative. The place and time of disbursement shall invariably be in the work premises and during the working hours of the office and the same shall be intimated by the Contractor in advance. The bill for Data Entry Operators should be furnished along with the copy of wage roll countersigned by the OIC CGSD Chennai.

16. The successful bidder/contractor will require to sign an agreement within 30 days from the date of written intimation to the effect.

17. The contract is fixed price contract with escalation, where an upward or downward revision of contracted price will be allowed on the basis of revision of wages promulgated by Govt from time to time.

18. **EPF, ESI, EDLI:-**

(a) 'Proof of remittance of employer's share and employees' share of EPF/EDLI and ESI to the respective employees' account also to be provided by the contractor alongwith the bills every month.

(b) EPF/ESI account number in respect of each employee to be provides to them for their access to their EPF/ESI account.



Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids/Quotations will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the Tender Enquiry, both technically and commercially.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at **Appendix-'B'** to this Tender Enquiry / Tender Enquiry. The price-bid shall comply with the commercial-bid and terms & conditions of the contract. The consideration of taxes and duties in evaluation process will be as follows:

(i) 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. Bidders are required to quote all inclusive rates for the items included in the proposed Rate Contract. The quoted rates, once accepted, shall remain valid till completion of Rate Contract.

(d) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:

(i) 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.

(ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed:

(aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.



(ac) Sales tax and other local levies, i.e. Octroi, entry tax etc. would be ignored in case of indigenous Bidders.

2. The rates quoted in the tender shall be all inclusive of taxes/levies imposed by the Govt. Rates thus would be exclusively for the Data Entry Operators and nothing else.

3. **Instruction for Filing up Price-Bid.**

(a) The tenderer should satisfy him with the terms and conditions of the contract. No claim on grounds of lack of knowledge, in any respect, shall be entertained.

(b) All additions and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either or both these conditions shall render the tender void.

(c) The tender form must be filled in English with each page numbered and reflected in the index. All numerical be written in words and figures. If any of the documents is missing or unsigned, the tender will be liable to be rejected.


(d) Each page of the tender document is required to be signed by the bidder submitting the tender.

(e) The tender submitted on behalf of a Partnership firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the tender is liable to be rejected.

(f) Coast Guard / MoD does not bind itself to accept the lowest, or any, or all the tenders and reserves to himself, the right to accept or reject any, or all the tenders, either in whole or in part without assigning any reasons for doing so. Credibility and good services will also be considered for award of contract.

4. **Price Bid Format.** The Price Bid Format (**Appendix "B"**) is enclosed and the bidders are required to fill this up correctly with full details.

Thanking you,


(टी एस साजवान/T S Sajwan)
समादेशक (क.श्रे.)/Commandant (JG)
संभारिकी अधिकारी/Logistics Officer
कृते प्रभारी अधिकारी/for Officer-in-charge

ELIGIBILITY CRITERIA AND DOCUMENTS TO BE SUBMITTED
ALONGWITGH THE BID

<u>Sl.</u>	<u>Description</u>	<u>Clauses as per RFP</u>	<u>Details submitted/ Furnished (Yes/No)</u>
1	Firm's name	Owner & Contractor person name	
2	Firm's Details	Firm's Address, Telephone, Cell Phone No. & Fax No.	
3	PAN Details	Copy of PAN of firm/proprietor	
4	TIN/CST Details	Copy of TIN/VST/ TN GST No.	
5	Bank Details	Bank account No. and Name & Address of Bank, IFSC/MICR code	
6	ESI Registration Certificate	Attested copy of ESI Registration, Certificate with Nominal Roll, unique ESI ID registration no. & Photo Identity Proof of the workers to be employed for the said work along with copy of latest receipt of premium paid to the concerned authority should be attached.	
7	EPF Registration Certificate	Attested copy of EPF Registration Certificate with Nominal Roll, Unique EPF Id Registration No. & Photo Identity Proof of the workers to be employed for the said work along with copy of latest receipt of premium paid to the concerned authority should be attached.	
8	Past Experience	The firm should have executed minimum two contracts in State/Central Govt. Dept/PSUs/reputed MNCs and not been black listed any time. Copy of work orders to be enclosed.	
9	Work Force	Not less than 10 personnel in the previous year. Nominal roll of the workers to be enclosed.	
10	Income Tax Details	The firms are requested to submit last three years Income Tax details.	
11	Annual Turn Over	Annual turnover of the firm should be minimum 10 lakhs.	
12	EMD Amount	EMD as mentioned in RFP is to be deposited along with quotation.	
13	Service Tax Registration	Certificate for Service Tax Registration to be enclosed.	

[Handwritten Signature]

14	Balance sheet and Profit and Loss statement	The balance sheet/Profit & Loss Statement of last two Financial years duly certified by auditors/CA to be attached.	
15	Affidavit	An affidavit is required to be submitted with the quotation for compliance of minimum wages. EPF/ESI and other statutory provisions promulgated by competent authority.	
16	License from Labour Commissioner	The contractor should be License holder for providing contract labourers issued by Competent Labour License Authority under the provision of contract labour (Regulation and Abolition) Act 70 and Rules 71.	
17	Registration Details	The firm should be registered with any Government/Non-Government agency PSUs. (Copy of Registration to be enclosed). Relevant proof to be submitted for the same.	
18	Job Completion	Successful job completion certificate for contracts executed by respective organization during last three years to be enclosed.	
19	Litigation Court Case	Notarized Affidavit to be submitted for the following (a) Certificate that the firm has never been banned/blacklisted by any Govt. organization/Non-Govt. organization / PSUs.	
20	Solvency and details of firms property	Solvency certificate confirming no indebtedness of Mortgage of the firm's property issued by the civil authority to the firm along with records of the firm and owners movable and immovable property duly attested by the Notary to be enclosed.	
21	Power of Attorney	General Power of Attorney (if any), (Documents to be submitted)	
22	Any other details vendor wants to provide		

Note :- Any other technical information which are required by the unit be incorporated in addition to the above parameters.

Signature of Tenderer (S)



PRICE BID FORMAT TENDERS FOR OUTSOURCING OF DATA ENTRY OPERATORS FOR ONE MONTH ON RATE CONTRACT BASIS AT COAST GUARD STORE DEPOT(CHENNAI)

1. Name of the firm :
2. Address of the firm :

RATE QUOTATION FOR HIRING OF DATA ENTRY OPERATORS
(Overwriting not permitted. Amendments are to be signed by the tenderer)

Sl.	Description	Amount (₹)
a	Basic Wages plus Variable Dearness Allowances (VDA) Central/State Government whichever higher	
b	EPF @ 13% of basic + VDA (revised rate subject to maximum monthly wages ceiling of ₹ 15,000/- as per EPF rules)	
c	ESI @ 4.75% of Basic + VDA	
d	Sub Total of Serial (a) + (c)	
e	Service Charges to be mentioned in Rupees only (inclusive of uniform allowance) on Sl. (a)	
f	Total (d) + (e)	
g	GST @ 18% on Sl (f)	
h	Grand Total of Serial (f) & (g)	
j	Total for one DEO for one month (26 Days)	
k	Total for one DEO for one year	
l	Total for 09 DEO's for one year	
m	R/Off(-/+)	

Note:- (a) Basic wage will be latest minimum wage promulgated by **State/Central Government** whichever is higher – **Central Government rate to be quoted for 26 days for a month.**

- (b) All allowances should be included in the final total.
- (c) The final amount quoted will be for 09 Data Entry Operators
- (d) Break up for rates should be as per the above format. Any bid without breakup is bound to be rejected.

(Signature of the bidder)
Name and Address with seal



