

Telephone : 0484-2215592, 2218323
Email – dhq4@icg.nic.in
Reply should be addressed to
The Commander

Headquarters
No. 4 Coast Guard District
(Kerala & Mahe)
Kalvathy Road,
Kochi – 682001

Quoting : 438/LP/216/17-18

03 Feb 2018

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INVITATION OF BIDS FOR OUTSOURCING OF
DATA ENTRY OPERATORS ON CONTRACTUAL BASIS

Sir/Madam,

Bids in sealed cover are invited for supply of items listed in Part II of this RFP. Please super scribe 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. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

(a)	Bids/queries to be addressed to	:	The Commander
(b)	Postal address for sending the Bids	:	As above
(c)	Name/designation of the contact personnel	:	District Logistics Officer
(d)	Telephone numbers of the contact personnel:		0484-2218323
(e)	e-mail ids of contact personnel	:	dhq4@icg.nic.in
(f)	Fax number	:	0484- 2218460

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 items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery 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. 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.

Thanking You.

Yours faithfully,

SD/-
(Namitha M)

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Part I – General information

1. Last date and time for depositing the Bids: **1700 Hrs on 26 Feb 2018**
(Date to be mentioned in terms of DD MM YEAR)The sealed Bid (Commercial only) 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 Bid should be either dropped in the Tender Box marked as TENDER BOX(LP) 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 the Bids: **1000 Hrs on 27 Feb 2018**
(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: Unit 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 Bid: TOC President's Office/Guard Room. The Bidder may depute his representative, duly authorized in writing, to attend the opening of Bid on the due date and time. Rates and important commercial/technical clauses quoted
6. Two-Bid system: Yes
7. Forwarding of Bid – Bid should be forwarded by Bidder under his 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. 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.
9. Unwillingness to quote: NA
10. Validity of Bid: The Bid should remain valid for period of one year from the date on which contract note is signed by both the parties.
11. Earnest Money Deposit:– Bidders are required to submit Earnest Money Deposit (EMD) for amount of **90,840.00** (Rupees **Ninety Thousand Eight Hundred Forty** Only) along with their bids. 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 conduct government business as per Form DPM-16. 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) 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.

12. The Bidders are advised to study this RFP document carefully. Submission of Proposal against this RFP shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications.

13. Financial Status: Bidder needs to furnish Audited Financial Statements for the past one year.

14. Letter of Submission: Bidder is requested to furnish a letter on Vendor's letterhead signed and stamped by the person in charge or the Vendor's authorized representative acknowledging the Vendor's agreement to the terms and conditions of this RFP and certifying that all information offered in the submitted proposal are true, accurate, and complete.

15. Address, Contact Details: Full contact details of the key person in the company in case of any clarification requirements.

16. Registration Certificate: Copy of valid trade license/ Legal registration documents, PAN

17. Amendment of RFP Document : At any time prior to the last time and date for receipt of bids, the Purchaser, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an amendment.

(a) The amendment will be notified in writing or by fax or e-mail to all prospective Bidders who have received the RFP Document and will be binding on them. In order to provide Bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

18. This RFP document is not an agreement and is not an offer or invitation by CGDHQ-4 to any parties other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this RFP document is to provide bidder with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. CGDHQ- 4 makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. CGDHQ-4 may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document

19. Signing of Contract Within 30 days of receipt of the initial Notification of Award the successful Bidder shall execute the Contract with CGDHQ-4. Failure of the successful Bidder to comply with the above requirements shall constitute sufficient grounds for the annulment of the award.

20. Price: Price shall remain fixed during the contract period. There shall be no increase in price for any reason whatsoever.

21. Confidentiality: The Vendor shall (whether or not he submits the tender) treat the details of the documents as secret and confidential. The Vendor also ensures the following for all resources supplied by him:

(a) Indemnity

The Bidder hereby indemnifies, protects and saves CGDHQ-4 and holds CGDHQ-4 harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, including reasonable attorney fees, relating to or resulting directly or indirectly from :

(i) An act of omission or commission of the Bidder, its employees, its agents, or employees of its sub-contractors in the performance of the services provided by this Agreement,

(ii) Breach of any of the terms of this Agreement or breach of any representation or warranty or false statement or false representation or inaccurate statement or assurance or covenant by the Bidder,

- (iv) Claims made by the employees, sub-contractor, sub-contractor's employees, who are deployed by the Bidder, under this contract,
- (vi) Breach of confidentiality obligations of the Bidder,
- (vii) Gross negligence or gross misconduct solely attributable to the Bidder or by any agency, contractor, sub-contractor or any of their employees by the bidder for the purpose of any or all of the obligations under this agreement.

22. COMPLIANCE OF LABOUR AND OTHER LAWS: Contractor shall comply with all the statutory requirements as are applicable from time to time and shall be solely responsible for fulfilment of all legal obligations under various statutes including Contract Labour (Regulation and Abolition) Act 1970, Minimum Wages Act, Workmen Compensation Act, EPF & Miscellaneous Provisions Act, Shop and Establishment Act etc. The Agency shall keep CGDHQ-4 indemnified against any dues/compensation or any other liability of any nature whatsoever due to non-fulfilment of any of the statutory provision under any statute/byelaws/ notification etc. including industrial laws. CGDHQ-4 shall have full right to recover any claim and liability incurred towards payment of any dues, compensation or cost from contractor and deduct it from his outstanding subsequent bills/Performance Bank Guarantee. **Contractor shall maintain register of personnel employed, muster roll, salary register, deduction register etc. CGDHQ-4 or its nominees shall be authorized to inspect them whenever required.**

23. OTHER CONDITIONS: The contractor shall ensure that there is no loss or damage to the property of CGDHQ-4 while executing the contract. In case, it is found that there is any such loss/damage due to direct negligence/non performance of duty by any personnel, the amount of loss/damage so fixed by CGDHQ-4 shall be recovered from any dues of the contractor.

24. REPLACEMENT OF RESOURCE(S): Should CGDHQ-4 consider at its sole judgment that the Resource(s) provided by the Contractor as unsuitable for the job for whatsoever reason, CGDHQ-4 will have the option either (1) to terminate the Contract in part or as a whole or (2) to request the Contractor for prompt replacement within 15 days at his cost.

25. CONTRACTOR'S LIABILITY FOR PAYMENT OF TAXES, DUTIES etc. : The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties etc. now or hereafter imposed, increased, or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Governmental authorities or local authorities or any other body which are imposed with respect to or covered by the wages, salaries or other compensations paid to the Resource(s) and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Laws or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all Sub-Contractor's, with all applicable Central State, Municipal and local laws and regulations and requirements of any Central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Sub-Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against CGDHQ-4 arising under, growing out of, or by reason of the work provided for by his Contract, or by third parties, or by Central or State Government or Local authority or any administrative sub-division thereof.

26. TRANSPORTATION: CGDHQ-4 shall not make any additional payment for transportation of the personnel for travel from home to work and back.

27. UNIFORM: Personnel engaged by the contractor for execution of all jobs as per contract should be in decent cloths wearable in civil society.

28. ID CARD: Contractor will have to issue Photo ID Cards to all employees engaged in this contract on Company's Logo.

29. **DISBURSEMENT OF SALARY TO PERSONNEL DEPLOYED:** Every month the Contractor shall confirm that the monthly salary to the personnel deployed under this contract have been disbursed, at the time of claiming payments. A certificate in this regard is to be furnished to this Office by 10th of every succeeding month.

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30. **Pre Bid Conference:** The standard conditions of contract should be carefully considered while preparing the bids. All clarification are to be resolved in the Pre-Bid conference scheduled **at CGDHQ-4, Kalvathy Road, Kochi on 16 Feb 2018 at 1100 Hrs** prior submission of bids(Contacts person : Officer-in-Charge, LP Cell, CGDHQ-4, Kochi, Telephone No. : 0484-2215592)

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements** – List of items / services required is as follows:
Name/Type of item/services/description of stores Qty required

The Contractor shall employ only such persons(Not Minor) as are skilled for carrying out the assigned jobs as detailed in “Scope of work and Responsibilities”. The Contractor shall submit the particulars of all personnel deployed along with 02 photos of each individual. **It is mandatory on the part of contractor to get the police verification of the employed personnel done and confirmation to this effect should be sent to CGDHQ-4 within 15 days from enter into contract.**

Before deployment of personnel, Contractor shall check and verify the antecedents of the personnel deputed on duty, and the liability of the conduct & discipline of the personnel shall rest with the Contractor. All the persons deployed under this contract shall be of good character, well-behaved, disciplined.

DHQ-4 shall be at liberty to object to and require the contractor to remove from work, any person(s) employed by the contractor who in the opinion of CGDHQ-4 is incompetent or negligent in the proper performance of his duties or misconducts himself. The contractor shall forthwith comply with such requisition and such person shall not be deployed again without prior permission of CGDHQ-4.

Sl.	Details of Services	
(a)	Placement Data Entry Operator within contractual obligations agreed upon by the buyer and seller while signing the contract/agreement.	19 Personnel (DEOs)
Minimum qualification for the Data Entry operator :		
(i) Should be Graduate and Diploma in MS Office/Computer Applications		
(ii) Should have good communication skills (Hindi/English)		
(iii) Should have good typing speed (English)		
(iv) Should have basic knowledgae of Computer and office work		

(A) SCOPE OF WORK

Nature of duties:- The DEOs will be positioned in various sections/units of this Headquarters at Kochi. The person employed as DOEs should have proficient in entry of data, typing and office related other works.

(B) Schedule of Work

(a) **Working Days:** Five days in a week i. e. Monday to Friday. Saturday,

Sunday and Closed Holidays declared by State Govt or Central Govt will be holiday.

(b) **Working time:** 0900 Hrs to 1730Hrs with 30 minutes lunch break on all working days. All DEO’s will be present at each section on time.

(c) Leave/Absents: An attendance register/sheet for each month will be maintained by the undersigned. Each DEO will have to enter his/her attendance while entering and leaving the premises as per schedule of work. No leave is admissible except Saturday, Sunday and CH declared by the Govt. Compensatory off will be granted in lieu of summoning on holidays due extra work.

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(d) Nonpaid Leave: DEO can avail maximum two days non paid leave/off in a month with prior approval of the section in-charge/HOD. The amount of bill will be lessen in proportionate to period of absent.

(e) Substitute: Contractor is obliged for:-

(i) Provide substitute for the DEO quits the job permanently with prior intimation – within 02 days*.

(ii) Provide substitute for the DEO quits the job permanently without prior intimation – within 07 days*

Note* : Deduction of amount is applicable in both circumstances - (i) and (ii)

2. **Technical details**:- It is mentioned that interested parties/bidders should be registered with EFP and ESI authorities and need to pay EFP benefits to employees. As per EPF and MP Act 1952, it is the responsibility of the contractor to obtain his independent EPF and ESI code from the concerned department and remit the contribution in respect of labourers employed by them to appropriate authorities. Moreover, Para 7.8.4(b)(vi) of DPM-09 stipulated that contractor should submit document/proof of EPF/ESI contribution with nominal roll of beneficiaries, while submitting bill for payment to paying authority.

(a) It shall be the responsibility of the contractor to obtain his EFP and ESI code from the concerned departments and remit the contribution in accordance with EFP and ESI Act. Proof of registration is to be produced along with bids.

(b) Contractor shall comply with all statutory labour laws such as Employees Compensation Act, Contract Labour(Regulation)Act, Minimum wages act and Industrial Disputes Act etc.

(c) Contractor is to confirm whether they have registration with Central Excise Department for payment of Service Tax. Copy of necessary service tax registration certificate is to be enclosed with the bid.

(d) The Contractor is to be registered with Labour Commissioner and should be in possession of necessary clearance to employ labourers.

(e) The workers who will have security clearance and possess passes will be permitted to work daily. The timing may be advanced or postponed on certain occasions. The contractor should ensure that the labourers employed behave properly, do not consume liquor or be under influence of liquor, chew pan/gutkha etc. whilst performing their duties and adhere to all instructions as passed from time to time being a Defence Area.

(f) In case of non performance or in-sufficient or un-satisfactory work in any month an amount worked out as under will be deducted from the monthly bill.

- (i) Payable amount-(minus) Proportionate amount for part of work completed satisfactorily which will be worked out in % terms.
- (ii) In addition a penalty of 25% on the payable amount will be levied.

(g) Further to the above, all above terms and conditions mentioned in the contract agreement deed will have to be accepted, if selected for award of contract.

(h) The bidder is to abide by the Central and State Government regulations and norms with regard to procedure in employment of works and their wages.

3. **Two – Bid System** - Only 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 Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer. Technical bids will be evaluated by the TEC appointed by CFA taking into account parameters stated below

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(a) The dully filled Technical Bid as per **Appendix “A”** alongwith EMD, terms and Conditions, bidders profile and other relevant documents in connection with technical specification etc should be kept in **Cover – I** and superscribed as **Technical Bid- Tender No. 438/LP/216/17-18** dated **03 Feb 2018**. The duly filled commercial bid should be kept in **Cover – II** and no other documents should be enclosed with the commercial bid. The cover containing commercial bid should be sealed and superscribed as **Commercial Bid -Tender No. 438/LP/216/17-18** dated **03 Feb 2018** and due date of opening is **27 Feb 2018**. Both the **Covers – I and II** should further be kept in a master envelope sealed and super scribed as Outsourcing DEO’s for CGDHQ-4, Tender No. **438/LP/216/17-18** with due date of opening is **27 Feb 2018** and to be addressed to The Commander, CGDHQ-4, Kalvathy Road, Fort Kochi – 682 001

(b) **Pre Bid Conference** : The standard conditions of contract should be carefully considered while preparing the bids. All clarification are to be resolved in the Pre-Bid conference at **16 Feb 2018 at 1100 Hrs at CGDHQ-4**, Kalvathy Road, Kochi prior submission of bids(Contacts person Officer-in-Charge, LP Cell, CGDHQ-4, Kochi)

4. **Delivery Period** – After execution of agreement, a firm order will be placed for placement/deputing of Data entry operators in this Headquarters indicating exact date from which Data Entry Operators required to be placed. Schedule of work is cited above. Please note that Contract can be cancelled unilaterally by the Buyer in case items/services are not received/rendered within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause

5. **Consignee details** - Headquarters
No. 4 Coast Guard District(Kerala and Mahe)
Kalvathy Road, Fort Kochi – 001

6. Contractor shall comply the minimum wages and all mandatory allowances implemented by the Government.

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, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
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

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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 disfavour to any person in relation to the present Contract or any other Contract with the Government of India.

5. **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.
6. **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.
7. **Liquidated Damages:** In the event of firm's failure to provide the services as mentioned above in scope of works, a penalty will be deducted from the monthly payment to be paid to the contractor. The Executing/Supervising Authority will indicate the quantum of penalty/deduction in the payment. The BUYER may deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed 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 services.
8. **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 delivery of the material/services is delayed for causes not attributable to Force Majeure for more than (01 months) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material/services is delayed due to causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised 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.

9. **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.

10. **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.

11. **Patents and other Industrial Property Rights:** NA

12. **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.

13. **Taxes and Duties:**

- (a) In respect of Foreign Bidders: NA
- (b) In respect of Indigenous bidders

- (i) General

- 1. Bidder must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods/service 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.

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- 2. If a Bidder is exempted from payment of any duty/tax upto any value of supplies/service 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 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, GST, 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. 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/GST, Octroi/entry tax, etc on final product will be paid by the Buyer on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

- ii) Customs Duty – NA
- iii) Excise Duty - NA
- iv) GST/Sales Tax / VAT- As stated above Paragraph (i), sub Para 1
- v) Octroi Duty & Local Taxes - NA

14. Pre-Integrity Pact Clause: NA

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: 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 **5%** 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 contractual obligation. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Option Clause**: NA

3. **Repeat Order Clause** – NA

4. **Tolerance Clause** – NA

5. **Payment Terms for Indigenous Sellers** - It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

(a) Monthly payments within 30 to 45 days on submission of bill and clearance/satisfactory certificate form HOD

6. **Advance Payments**: No advance payment(s) will be made.

7. **Paying Authority**: The Joint Controller of Defence Account(Navy), Kochi

8. **Risk & Expense clause** –

a. Should the services not rendered within the time or times specified in the contract documents/delivery date is made in respect of the services thereof, the Buyer shall after granting the Seller 15 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.

b. Should the services thereof not perform in accordance with the parameters provided by the SELLER, 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.

9. **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 30 (Thirty) 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.

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|-----|---|----|
| 10. | <u>Buy-Back offer</u> | NA |
| 11. | <u>OEM Certificate</u> | NA |
| 12. | <u>Earliest Acceptable Year of Manufacture</u> | NA |
| 13. | <u>Buyer Furnished Equipment</u> | NA |
| 14. | <u>Quality</u> | NA |
| 15. | <u>Quality Assurance</u> | NA |

16. **Inspection Authority:** Performance of the personnel will be assessed by the HOD under whom she/he is working. In the event complain by HOD about non satisfactory services, under signed will have judicious observation and will order for replacement to the seller.

17. **Warranty** – NA

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** – The broad guidelines for evaluation of Bids 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 RFP.

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

i. In case where only Indian Bidders are completing, L1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local Governments such as excise duty, VAT, Service Tax, GST, Octroi./entry tax, etc on final product, as quoted by bidders

e. NA

f. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

g. NA

h. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

2. TECHNICAL BID FORMAT

SI.	<u>DESCRIPTION</u>	<u>COMPLIED WITH STATEMENTS</u>	<u>PROOF ATTACHED</u>
1	The bidder should have minimum annual turnover of Rs. 40 Lakh during the last three financial years (2014-15, 2015-16, 2016-17)	Audited balance sheets to be submitted.	
2	Bidder must be providing the manpower support (24*7) to 1 customer for similar requirements for at least one year as on Dec 2017	Letter from the customers in this regard, to be attached.	
3	The organization must be experienced in servicing Govt. / PSU offices for similar services.	Experience letters	
4	The organization should have Service Tax Registration and PAN No. and ESI/EPF registration.		
5	The Contractor is to be registered with Labour Commissioner and should be in possession of necessary clearance to employ labourers.		
6	Number of personnel he/she has planned to depute for the execution of said work		

Commercial bids of the bidders whose Technical bids do not fulfil the criteria listed above will not be accepted.

Date :
Place :

Signature of proprietor

3. Following allowances will be required to be included in commercial bid for calculating wages of each Data Entry Operators

Sl. No.	Particulars
(a)	Basic & DA
(b)	ESI
(c)	EPF
(d)	Service Charge
(e)	GST if any

4. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

<u>Sl.</u>	<u>Description</u>	<u>Nos</u>	<u>Quote for One(01) DEO for One(01) Month including all statutory levies and taxes</u>	<u>Quote for 19 DEOs for One Month</u>	<u>Quote for One year including all statutory levies and taxes for 19 DEOs</u>
<u>(a)</u>	<u>(b)</u>	<u>(c)</u>	<u>(d)</u>	<u>(e)=(c)x(d)</u>	<u>(f)=(e)x19</u>
(1)	Employing DEO for CGDHQ-4	19			
<u>Total Amount</u>					

Sd/-
(Namitha M)
Dy Commandant
Officer-in-Charge, LP

Cell

for District Commander

File No. 438/LP/216/17-18

Date: 03 Feb 2018

Note: All firms are requested to elaborate basic wages, ESI, EPF, etc which are mandatory for running the contract as per minimum wages in force.

Tender Fee : All interested vendors are requested to pay Rs. 100 (Rupees One Hundred Only) in the form of MRO in favour of District Commander, CGDHQ-4 payable at Kochi for getting tender form. Firms those who are downloaded RFP from CPP portal are also requested to submit tender fee, else their quote will not be admitted.

APPENDIX "A"

Sl.	<u>DESCRIPTION</u>	<u>COMPLIED WITH STATEMENTS</u>	<u>PROOF ATTACHED</u>
1	The bidder should have minimum annual turnover of Rs. 40 Lakh during the last three financial years (2014-15, 2015-16, 2016-17)	Audited balance sheets to be submitted.	
2	Bidder must be providing the manpower support (24*7) to 1 customer for similar requirements for at least one year as on Dec 2017	Letter from the customers in this regard, to be attached.	
3	The organization must be experienced in servicing Govt. / PSU offices for similar services.	Experience letters	
4	The organization should have Service Tax Registration and PAN No. and ESI/EPF registration.		
5	The Contractor is to be registered with Labour Commissioner and should be in possession of necessary clearance to employ labourers.		
6	Number of personnel he/she has planned to depute for the execution of said work		
7.	EMD Submission		

Commercial bids of the bidders whose Technical bids do not fulfil the criteria listed above will not be accepted.

Date :

Place :

Signature of proprietor