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Coast Guard Store Depot(CHN)  
GM Pettai Road, Royapuram  
Chennai – 600 013

CGSD(CH)/DEO/ 46 /2018-19

23 Mar 18

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INVITATION OF BID FOR OUTSOURCING OF DATA ENTRY OPERATORS  
FOR COAST GUARD STORE DEPOT (CHENNAI)  
REQUEST FOR PROPOSAL (RFP)No.CGSD(CH)/DEO/46 /18-19 Dated  
2018**

1. Bids in sealed covers are invited for concluding Annual Contract for hiring of 09 Data Entry Operators for CGSD (CHN) at Royapuram, Chennai, for the year 2018-19. Details regarding Scope of Contract and requisite services are **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 covers 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 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 :	Asst Comdt Geetika Saxena Logistics Officer
(d)	Telephone no. of the contact person	044-23460470
(e)	Fax number	044-23460473
(f)	E-mail of contact person	cgsd- chn@indiancoastguard.nic.in

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 Data Entry Operators

required, such as the Schedule of Requirements (SOR), Consignee details etc.

(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.

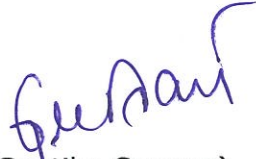
(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

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.

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 RFD  
CGSD(CHN)/DEO/ 46 /18-19 Dated 23 Mar 2018"**

7. The cost of tender is Rs. 250/- (Rupees Two Hundred Fifty only) (non refundable). The payment will be accepted by Demand Draft in favour of Accounts Officer, **DCDA(Navy) Chennai** ' payable at Chennai only (cash will not be accepted).

  
(Geetika Saxena)  
Asst Commandant  
Logistics Officer  
for Officer-in-Charge  
Coast Guard Store Depot (CHN)

## **Part I – General information**

- 1. Last date and time for depositing the Bids: 12 Apr 18 at 1000 hrs.**  
The sealed quotations 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. (RFP 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: 12 Apr 2018 at 1430 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(CHN).** 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:** Not applicable
- 7. Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
- 8. Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) 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 RFP.

**13. Validity of Bids:** The Bids should remain valid for a period of **90 days** from the last date of submission of the Bids.

**14. Earnest Money Deposit:** Bidders are required to submit **Earnest Money Deposit (EMD) Rs. 2,64,372.00 (Rupees Two lakh sixty four three hundred seventy two 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) 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.**

**Pre bid meeting :** The firms are requested to assemble at CGSD Chennai ,Conference Hall at **1500 hrs** on **04 Apr 18** 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(CHN) for a period of two 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) He/She 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) He/She should have minimum typing speed of 30 words per minute in English.
  - (d) He/She should have undergone basic computer course and should be well versed with Microsoft Office, internet browsing, e-mailing etc.
  - (e) He/She should have at least 02 years of experience as Data Entry Operator from a reputed Central Govt. /State Govt./Private agency.

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

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

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

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

(j) He/She 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.

### **3. Statutory Conditions.**

(a) That the Service Provider shall obtain a valid license from the Licensing Officer under the provisions of the Contract Laborers (Regulations and Abolition) Act, 1970 and contract Laborers (Regulations and Abolition) central rules 1971 within 90 days of the date of this agreement. If the service provider fails to obtain the license within the stipulated time or is denied licenses by the concerned authority for any reason whatsoever or do not comply/violates conditions in such license, this agreement will automatically stand terminated and the buyer shall be at the liberty to recover losses if any, from the service provider.

(b) That the service provider shall also abide by the provision of the Child Laborer (Prohibition and Regulations) Act 1936 and other relevant statutes. NO laborer below the age of 14 years shall be deputed by the service provider for the services to the buyer. Only personnel between the age 18-40 are to be employed.

(c) That the service provider shall pay to the workman employed by him wages as per prevailing rates in accordance with the provisions of the Contract Labourers (Regulation and Abolition) Act 1970 and Contract labourers (Regulation and Abolition) rules 1971.

- (d) The agency should have satisfactory experience of not less than three years in the field of providing Data Entry Operators in government organizations and proven track record in the field to be produced.
- (e) The wages/salary of the personnel deployed by the contractor in CGSD (CHN) shall be made credited directly in the bank account of the individual. The contractor shall submit a proof of the same to CGSD (CHN). The Contractor shall submit all the details of amount deposited on account of EPF and ESI in respect of the deployed personnel to the concerned authorities from time to time.
- (f) The contractor shall also provide all the benefits statutory or otherwise to its personnel and the CG shall not have any liability whatsoever on this account. The contractor shall also abide by and comply with the labors laws, workmen compensation Act , EPF laws, ESIS laws, Income tax and Minimum wages Laws, Contractor labor(Regulations Abolition Act) and any other law in force. The bidder should abide by and submit all relevant documents as per format at **Appendix "A"**.
- (g) The agency should have a valid trade license, PAN Card, registration under ESI, PF and Service Tax authorities. The agency must have Police License documents to operate such Services in Tamilnadu.
- (h) Wages rates are to be quoted in accordance with the State /Central Government rate applicable whichever is higher for Data Entry Operators. However, service charges may be quoted competitively. Service charges to be quoted separately in terms of the percentage as well as in words and figures. Service tax will be reimbursed on actual. The minimum wages should include all the items of wages, allowances and statutory emoluments dues as notified by the State /Central Government from time to time.
- (j) The contractor shall cover its personnel for personal accidents and death whilst performing the duty at Coast Guard areas and CG shall have no liability and obligation in this regard
- (k) Adequate supervision shall be provided to ensure correct performance of the services in accordance with the prevailing requirements agreed upon between the contractor and CGSD (CHN).
- (l) The agency will be responsible for character & antecedent of the Data Entry Operators deployed which are to be verified from the local police station. The verified certificate to be submitted to the Officer-In-Charge, Coast Guard Store Depot (CH), GM Pettai Road, Royapuram Chennai - 600 013 prior awarding of Contract.

(m) All necessary reports and other information shall be supplied immediately as required and regular meetings will be held with the CGSD(CHN).

(n) CGSD (CHN) is empowered to deduct the amount for absence of unskilled labourers before processing of bills.

(p) Payment to Casual Deikand will be done by ECS/Cheque on any the security agency by 7<sup>th</sup> of each month. In case the salary is not paid to the Casual Laborers on time due to any reason, The Officer-In-Charge, Coast Guard Store Depot (CH), GM Pettai Road, Royapuram Chennai - 600 013, Chennai is to be intimated the reasons thereof.

(q) Indian Coast Guard and the agency shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them under or in connection with the contract. If after thirty days from the commencement of such informal negotiations, Indian Coast Guard and the agency have been unable to resolve amicably a resolution by formal arbitration the Officer-In-Charge, Coast Guard Store Depot (CH), GM Pettai Road, Royapuram Chennai - 600 013 shall appoint a sole Board of Officers who will not be related to the agency and whose decision shall be final and binding.

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, 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.** NA

7. **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.

8. **Inco terms** for Delivery and Transportation. NA

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 RFP**

**The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. 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 offence 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, 1988 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 hither than 10% of the value of delayed stores.

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

(a) The delivery of the services is delayed for causes not attributable to Force Measure for more than (02 months) after the scheduled date of

delivery.

- (b) The Service provider is declared bankrupt or becomes insolvent.
- (c) The delivery of 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 Service provider 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.

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

11. **Transfer and Sub-letting :** The 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. The Service provider shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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

14 **Taxes and Duties:**

(a) If Bidder desires to ask for Service Tax, the same must be specifically stated. 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 shown separately. Taxes will be

paid to the Service provider at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to service tax and the same is payable as per the terms 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 entertained 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 supplies 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 exercise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. 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 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. 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 Guarantee**: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the **estimated contract value for one year** within 30 days of signing of this contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of warranty/completion of contract period. The specimen of PBG is given in Form DPM-15, (Available in MoD website and can be provided on request).
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. **Repeat Order Clause** - NA
4. **Tolerance clause** – Blank
5. **Payment Terms** - 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) 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 3rd day of the subsequent month to security Section, along with the requisition

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.

(d) "Wages rates are to be quoted in accordance with the state/Central Government rates higher applicable for outsourcing of 09 Nos Data Entry Operators. Minimum Service charges 5% over and above the Minimum Wages to be quoted separately in words and figures. In case firms quoting same rates, either lottery system or method of dividing the period of payment between the bidders will be followed at the discretion of Competent Financial Authority. Vendor. The rates quoted in paise will be acceptable only upto two decimal places ; beyond two decimal places will be treated as 'freak' and quote will be rejected as not received in two decimal places will be rounded off to the nearest Rupee. For example, Rs.8.00. Similarly, Rs.7.45 will be rounded off to Rs.7.00 and so on. GS rates are on actual. The minimum wages should include all the items of wages, allowances and emoluments due as notified by the State/Central Government from time to time".

(e) "The contractor shall make payment to the outsourced personnel under the control of a nominated CG officer of the unit on or before the 7<sup>th</sup> of every month. In case where payment is through bank, a copy of the details of the payment made to be submitted to the nominated officer of every month. In the event where the contractor fails to make the payment of wages on date or make less payment the Indian Coast Guard reserves the right to make payment to the outsourced personnel by deducting any amount payable to the contractor under any contract payable to the contractor".

6. **Payment terms for foreign service providers:** NA
7. **Advance Payments:** No advance payment(s) will be made.
8. **Paying Authority:**

(a) **The Account Officer Office of DCDA (Navy), Fort St. George, Chennai - 600 009.** The payment of bills will be made on submission of the following documents, whichever applicable, by the Service provider to the Paying Authority along with the bill:

- (i) Ink-signed copy of contingent bill / Service provider's bill.
- (ii) Ink-signed copy of Commercial invoice / Service provider's bill.
- (iii) Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) NA
- (v) NA
- (vi) Proof of payment for EPF / ESIC contribution with nominal roll of beneficiaries, etc as applicable.

- (vii) NA
- (viii) NA
- (ix) NA
- (x) Performance Bank guarantee / Indemnity bond where applicable.
- (xi) CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (xii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
- (xiii) Any other document / certificate that may be provided for in the contract.
- (xiv) User Acceptance, where applicable.
- (xv) Photocopy of PBG.

**9. Fall clause:-**

(a) The price charged for the services to be supplied under the contract by the Contractor 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 persons / 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 reduces the 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 contractor shall forthwith notify such reduction or sale or offer of sale to the Officer-in-charge, CGSD(CHN) and the price payable under the contract for the services of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:--

(i) Sale of services at lower price on or after the date of completion of placement of the order of services by the authority concerned under the existing or previous contracts as also under any previous contracts entered into with the Central or State Govt. Depts., including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Service provider 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 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 department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the contract at price lower than the price charged to the government under the contract except for quantity of services under sub-clauses (i), (ii) and (v) of sub-para (b) above.

10. **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 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.

(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 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.

(d) Certificate of a chamber of commerce or other component 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 06 six months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior notice of 30 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.

11. **Risk & Expense clause.** In the event of the failure of the contractor to provide Data Entry Operators as requisitioned under the contract, CGSD (CHN) shall hire similar type of DEOs at his discretion from other sources at the risk and expenses of the contractor on the prevailing market rates. Such hiring from alternative sources shall be binding on the contractor. Due to shortage of time, no prior information can be given to the contractor or such services. **Expenses incurred on hiring, shall be debited from the security deposit / PBG of the contractor.** Any excess of the expenditure incurred on hiring of services of unskilled security guards, over the contract price appropriate to such default shall be recoverable from the Service provider.

12. **Minimum wages.** The contractor should ensure payment of existing 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 security services at Coast Guard Store Depot (Chennai), Chennai contract as per the **existing minimum wages promulgated by the state Government.**

### **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 RFP, both technically and commercially.
- (b) 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 / RFP. 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.
  - (c) 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.

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 Security services and nothing else.

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

(a) The tenderer should satisfy himself 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 and all entries must be made by hand & written in ink. 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.

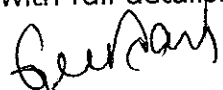
(d) Each page of the tender document is required to be signed by the bidder submitting the tender.

(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.

3. **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,

  
(Geetika Saxena)  
Asst Commandant  
Logistics Officer  
for Officer-in-Charge

**ELIGIBILITY CRITERIA AND DOCUMENTS TO BE SUBMITTED  
ALONG WITH THE BID**

<b><u>Sl.</u></b>	<b><u>Description</u></b>	<b><u>Clauses as per RFP</u></b>	<b><u>Details submitted/ Furnished (Yes/No)</u></b>
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.	

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 + VDA as per central/state rate whichever is higher	
b	EPF @13.15% of basic +VDA (revised rate subject to maximum monthly wage ceiling of Rs 15000/- as per EPF rules)	
c	ESI @4.75% of Basic + VDA	
d	Sum Total of serial (a) to (c)	
e	Service Charge to be mentioned in Rupees only	
f	Total (d) + (e)	
g	GST@ 18% ON Sl.(f)	
h	Grand total of serial (f) & (g)	
j	R/off (-)	
k	Total for one DEO for one month (26 days)	
l	Total for one year one DEO	
m	Total for one year for 09 DEO'S	

**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