

Tele: 044-2346 0426

**APPENDIX 'C' TO DPM 09**  
**MUKHYALAYA**  
**TATRAKSHAK KSHETRA (POORV)**  
Headquarters  
Coast Guard Region (East)  
Near Napier Bridge  
Chennai - 600 009

1370/DEO & MTS/18-19

31 May 18

**INVITATION OF BIDS FOR OUTSOURCING OF 15 DATA ENTRY OPERATORS AND 12 MULTI TASKING STAFF AT RHQ (EAST)**

**REQUEST FOR PROPOSAL (RFP) REFERENCE NO.CIV/RFP/01/2018-19 DATED 31 MAY 18**

Dear Sir/ Madam,

1. Bids in sealed cover are invited for **Outsourcing of (15) Fifteen Data Entry Operators (DEOs) and (12) Twelve Multi Tasking Staff (MTS) for various departments at RHQ (E)** for jobs as specified in Part-II of this RFP. Please superscribe the above-mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

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

- |  |   |
|--|---|
| (a) Bids/queries to be addressed to :    | <b>The Commander<br/>Coast Guard Region (East)</b>  |
| (b) Postal address for sending the Bids: | <b>The Commander<br/>Coast Guard Region (East)<br/>Near Napier Bridge<br/>Chennai - 600 009</b> |
| (c) Telephone No. of contact personnel:  | <b>044-23460426</b>   |
| (d) Fax number :                         | <b>044-23460408</b>   |

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.

*[Handwritten Signature]*

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.

### **PART-I**

#### **GENERAL INFORMATION**

1. **Last Date and Time for depositing the bids.** **12 Jun 18 at 1400 hrs** (Date to be mentioned in terms of DD MM YY). The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited / reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the bids.** Sealed Bids should be **either dropped** in the Tender Box or **sent by registered post** at 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 on 12 Jun 18 (At 1530 Hrs).** (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.** **The Main Gate of RHQ(E) premises at Headquarters, Coast Guard Region (East), Near Napier Bridge, Chennai - 600 009.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the bids.** **Headquarters, Coast Guard Region(East), Near Napier Bridge, Chennai-600 009.** The bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid system.** NA
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.
8. **Clarification regarding contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the buyer in writing about the clarifications sought not later than 14 days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote.** Bidders unwilling to quote **should ensure that intimation to this effect reaches before the due date** and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids.** The Bids should remain **valid 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) for an amount of equal to 5% of the quote alongwith 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 or a private sector bank authorized to conduct government business 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.
15. **Pre-Bid Meeting.** The firms are requested to assemble at the **Headquarters, Coast Guard Region(East), at 1430 hrs on 11 Jun 18 for pre-bid meeting prior submission of their bids.** The bids of the firm whose representatives do not attending the meeting will not be entertained.

**PART-II****ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED**

1. **Schedule of Requirements.** Provisioning for outsourcing of **(15)** Fifteen Data Entry Operators and **(12)** Twelve Multi Tasking Staff for various departments at RHQ (E) required for a period of **one** year **w.e.f 06 Jul 18**. The number may vary depending upon the ops requirements.
2. **Schedule of Duties.** The Qualification Requirements (QR) in respect of outsourcing of **(15)** Fifteen Data Entry Operators and **(12)** Twelve Multi Tasking Staff for various departments at RHQ (E) is placed as Annexure-I. The brief description of duties for Data Entry Operators and Multi Tasking Staff are placed as Annexure-II.
3. **Delivery Period / Period of Contract.** Delivery period for rendering of service would be 07 days from the date of award of contract and the contract will be in force for a period of **one** year subject to satisfactory performance of the services by contractor. Please note that Contract can be cancelled unilaterally by the Buyer in case satisfactory services are not rendered within the contracted period with applicability of LD clause. Extension of contracted period will be at the sole discretion of the Buyer.
4. **Eligibility Criteria.** Firms fulfilling the following criteria are eligible to submit the tenders.
  - (a) The bidder must have successfully completed/ executed at least one contract of providing manpower/ labour in the last three years from the date of issue of this RFP/ tender enquiry with any Government organization/ PSUs for an annual value of contract not less than Rs. 5 Lakh.
  - (b) As documentary evidence of the eligibility criteria mentioned in sub para (a) above copies of contracts/ supply orders alongwith satisfactory contract/ order execution reports(s) issued by the concerned organisation should be enclosed by the bidder with the Technical Bid.
  - (c) The Firm should have the following certificates/ documents valid as on date of issue of this tender enquiry :-
    - (i) ESI Registration Certificate.
    - (ii) EPF Registration Certificate.
    - (iii) Service Tax Certificate.
    - (iv) Firm should have valid PAN card in the name of firm or in the name of proprietor of the firm in case of proprietary firm (copy to be enclosed).
5. **Manpower Requirement.** The Contractor would be required to provide outsourcing of **(15)** Fifteen Data Entry Operators and **(12)** Twelve Multi Tasking Staff for various departments at RHQ (E) as stated at para 1 above. The number may vary as per the ops requirements.
6. **Working days.** The requirement of Data Entry Operators and Multi Tasking Staff are required to perform duties not exceeding 26 days in a month including Saturday / Sunday.



7. **Contract Operating Authority.** The outsourcing of Data Entry Operators and MTS at RHQ (East), contract once finalized, will be operated by the Commander, Coast Guard Region (East), Chennai through its designated officers.

8. **Attendance Register.** The service provider will be maintaining an Attendance Register and presence / absence of manpower deployed by him should be recorded in the register on day to-day basis. The attendance register shall be submitted for verification to the contract operating authority viz. the Commander, (through Regional Civilian Personnel Officer) Coast Guard Region (East), Chennai by 1000 hrs on each working day. It should be responsibility of the contractor to ensure that 100% staff is present on each working day failing which penalty will be imposed and such deductions will be made from the outstanding payments/ PBG of the contractor. A copy of attendance register countersigned by RCPO is to be submitted along with the monthly bills for payment.

9. **Signing of Contract Agreement.** The successful bidder/ contractor will require to sign an agreement with the Buyer within 30 days from the date of written intimation to this effect.

10. **Documents/ Information to be submitted with the Bid:**

- (a) Income tax return for the last year (attach photo copy).
- (b) Address and telephone number of the office at Chennai to receive work order if you emerge as lowest bidder (Write office address).
- (c) Validity of your quotes should not be less than 6 months (Agree/ Disagree).
- (d) EMD for an amount of 5% alongwith 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 or a Private Sector Bank in favour of the Commanding Officer, CGS Chennai.
- (e) The bid should be submitted in the specified format. The bids of tenders will be opened on a date and time as specified in the scheduled of the Bids.
- (f) Terms of payment as stated in the Tender Documents shall be final.
- (g) At the time of payment of bills, the taxes liable to be deducted, if any shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.
- (h) The bidder should be registered with Income Tax and Service Tax and other Govt authorities. The seller is also required to submit the documentary evidence of EPF, ESI contributions and Service tax documents for release of payment.
- (j) The bidders should submit Bankers' terms and conditions solvency certificate issued by the Nationalised bank for advertised / estimated tender value for the manpower requirement projected.

11. **General Terms and Conditions for the Contractor.** The rate contract form duly signed should be submitted in sealed cover clearly marked as "BID FOR OUTSOURCING OF FIFTEEN DATA ENTRY OPERATORS AND TWELVE MULTI TASKING STAFF AT RHQ(EAST)".

12. **Rate.**

(a) The bidder shall quote rates per day basis for requirement not exceeding 26 days in a month.

(b) The rates offered in the schedule of rates should include all the expenses of salary, service charge etc.

(c) Payments will be made direct to the firm by DCDA (N) Chennai, post audit of the bill.

(d) Rates stipulated and agreed upon as per the quotation will not be changed till conclusion of contract except when the cost operation of the contract is increased/ decreased by an Act of legislation during their currency of the contract, the contract rate can be correspondingly varied through mutual negotiation in such cases.

(e) In case of partnership firms, a copy of the partnership agreement, or general power of attorney duly attested by a Notary Public, should be furnished on stamped paper duly sworn of affirmed by all the partners admitting execution of the partnership agreement or the general power of attorney. The attested copy of the certificate of registration of firm should also be enclosed along with the tender. In case of partnership firms, where no authority to refer disputes concerning the business or partnership firm has been conferred on any parties the tender and all other related document must be signed by all partners of the firm.

(f) The tendered should sign and affix his / his firm's stamp at each page of the tender and all its annexure **NO PAGE SHOULD BE REMOVED/ DETACHED FROM THIS TENDER DOCUMENT.**

(g) The period of contract may be extended on the same finalised terms and conditions for a further period up to one year months at the sole discretion of the Headquarters, Coast Guard Region(East), Chennai.

13. **Quality.** The quality of service rendered according to the present contract shall correspond to the conditions specifications enumerated as per RFP.

### **Part-III**

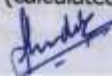
#### **STANDARD CONDITIONS OF RFP**

The bidder is required to give confirmation of their acceptance of the Standard Conditions of the RFP mentioned below which will automatically be considered as part of the Contract (wherever applicable) concluded between the successful bidders (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.

(Only the relevant portions of the Standard conditions have been reproduced below. For the complete conditions you may log on to **Ministry of Defence official website**).

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.

*Amal*

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 the 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). The Commander, Coast Guard Region(East), Chennai shall be the sole arbitrator. The decision of arbitrator taken after due consideration of factors brought out by both the parties shall be final and binding. The review of the arbitration shall be at the discretion of arbitrator.
4. **Access to Books of Accounts.** In case it is found to the satisfaction of the Customer that the Contractor 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 Contractor, on a specific request of the Customer, shall provide necessary information/ inspection of the relevant financial documents / information.
5. **Non-disclosure of Supply Order 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.
6. **Liquidated Damages.** The terms of Liquidity Damages will be as follows.
- (a) In the event of the sellers failure to submit the bonds, guarantees and documents, supply the stores/ goods and conduct trials, installation of equipment, training etc as specified in this contract, the buyer may at his discretion, withhold any payment until the completion of the contract.
- (b) The buyer may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/ undelivered stores/ services mentioned above for every week of delay or part of a week, subject to a maximum value of the liquidated damages being not higher than 10% of the value of delayed stores.
- (c) **For irregular absence of staff.** It is to be noted that the absence of staff as detailed in part-II of this RFP will entitle a pro rata deduction (alongwith discount as offered, if any) of bill amount and also attract penalty over and above the deduction. Penalty will be calculated as follows
- (i) For adequate staff not provided the penalty will be equal to the amount incurred in sourcing the service through a third party or two times the pay of the concerned staff (calculated pro rata with monthly payment as per contract) whichever is higher.
- (ii) In case of services like carpentry, plumbing and electrician, the penalty will be 10% of Service Charges as quoted per week of non provision of service.
- (iii) In case of services during social/official functions the penalty will be equal to the amount incurred in sourcing the service through a third party or two times the pay of the concerned staff (calculated pro rata with monthly payment as agreed) whichever is higher
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7. **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 of 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 disfavour to any person in relation to the present Contract or any other Contracts with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by his or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the Contract and all or any other Contracts with the Seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour to this or any other Contract, shall render the Seller to such liability / penalty as the Buyer may deem proper, including but not limited to termination of the Supply Order, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

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 service is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.
- (b) The seller is declared bankrupt or becomes insolvent.
- (c) The service is delayed due to causes of Force Majeure by more than (02 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.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.



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 Indigenous bidders : General**

(i) **General.** If Bidder desires to ask for excise duty or Sales Tax / VAT extra, 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.

(ii) 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 entreated after the opening of tenders.

(iii) 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.

(iv) 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.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise 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 Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(b) **Sales Tax / VAT / GST**

(i) If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ii) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax 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 sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(c) **Octroi Duty & Local Taxes**

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or bylaws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

**Part IV**

**SPECIAL CONDITIONS OF RFP**

(Only the relevant portions of the Standard conditions have been reproduced below. For the complete conditions you may log on to **Ministry of Defence official web site**)

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 supply order value 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 this Headquarters.

2. **Option Clause.** Not applicable.

3. **Repeat Order Clause.** Not Applicable.

4. The following clauses shall be applicable : (For detailed definitions of conditions you may log on to **Ministry of Defence official website or request for the same from this Headquarters**):-

- (a) Fall clause
- (b) Risk and expense clause
- (c) Force Majeure clause

5. **Tolerance Clause.** Not Applicable

6. **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 mandated 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 payment will be made against following documents:-

- (i) Ink-signed copy of contingent bill / Seller's bill.
- (ii) Ink-signed copy of Commercial invoice / Seller's bill.
- (iii) Copy of Work Order/Contract with U.O. number and date of IFA's Concurrence, where required under delegation of powers.
- (iv) Duly endorsed Duty Slips.
- (v) Inspection note.
- (vi) Under payment of wages, 'Proof of payment to the employees less their contribution (Employees share) towards EPF, ESI' to be provided by the contractor along with the bills for every month.
- (vii) Under EFP, ESI, 'Proof of remittance of employer's share and employees' share of EPF / EDLI and ESI to the respective account also to be provided by the contractor along with the bills for every month.
- (viii) EPF / ESI account number in respect of each employee to be provided to them for their access to their EPF / ESI account under intimation.
- (ix) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, customs duty clearance certificate, Octroi receipt, proof of payment of EPF/ ESI contribution with nominal roll of beneficiaries etc as applicable.
- (x) Exemption certificate for Excise duty/ Customs duty, if applicable.
- (xi) Bank guarantee for advance, if any.
- (xii) Guarantee/ Warranty certificate.
- (xiii) Performance Bank guarantee/ Indemnity bond where applicable.
- (xiv) DP extension letter with 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.
- (xv) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, A/c number, IFSC Code, MICR Code (if these details are not incorporated in supply order/ contract).
- (xvi) Any other document/ certificate that may be provided for in the supply order/ contract.
- (xvii) User Acceptance.
- (xviii) Xerox copy of PBG.

(b) Payment of EPF and ESI will be done on the basis of the following :-

- (i) Contingent Bill.
- (ii) Bill by Vendor.
- (iii) Register of persons Employed on Form XIII.
- (iv) Challan of amount deposited with respective government agencies.

(c) The Contractor shall submit a consolidated monthly bill for the amount due for the services rendered during the preceding one-month by the 07<sup>th</sup> of the month along with attendance sheet and receipt of material monthly basis verified by the representative of the Customer. The payment for the services will be made to the Contractor in arrears and no advance payment will be made to the Contractor. The Contractor shall also enclose a certificate on the bill of having paid minimum wages to the labours as per rates promulgated by Govt of India. The payment will be made through DCDA(Navy), Chennai.

(d) Amount of Penalty/ Risk Expense etc., if any, will be deducted from the billing amount.

(e) The payment to the contractor will be made by DCDA (N) Chennai on post monthly basis subject to satisfactory services during the period. The payment of statutory charges like EPF, EDLI, ESI and Service Tax etc. will be made of the contractor in arrears on actual after submission of documentarily evidence by the contractor to the effect that these charges have been deposited with the concerned Govt. Authorities. The contractor is to forward a copy of ESIC Card as also the EPF Account no. of all labourers within two month of award of contract.

(f) The contract rates shall be based on existing Minimum Wages promulgated by Ministry of Labour & Employment, Govt. of India for the specific billet of Data Entry Operator / Multi Tasking Staff duly supported by Government Order or Minimum Wages promulgated by Govt. of Tamilnadu 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.

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

#### 7. **Price Variation Clause.**

(a) 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 the Govt from time to time.

(b) In case of any changes in Central / State / Local levies, Duties, Cess, Taxes, changes in basic price or any other statutory levies. The firm would prefer supplementary bills and / or debit notes for recovery of additional levies, if any form the date from which such levies become effective.

8. **Paying Authority.** Deputy Controller of Defence Accounts (Navy), Chennai.

9. **Penalty/ Risk & Expense.** In case the contractor fails to carry out on any day, any of the work mentioned in Annexure-III and as specified Schedule of Duties at Part-I para 2 of RFP or falls short in providing requisite manpower, on account of such breach the penalty will be levied as per para 6 of Part-III of RFP. Further, in case of shortage/ usage of substandard services by seller will also entail penalty equal to the market price of the commodity as incurred by the Buyer in provisioning the same besides levying of LD as per para 6 of Part-III of this RFP. The quantum of recovery will be decided by the Commander, Coast Guard Region(East), Chennai which will be final & binding.

10. The Buyer will have the right to make good any shortfall in the services of the contractor at his risk and cost by hiring manpower from outside agency in addition to deduction of penalty mentioned above from the monthly bill of the firms or from the PBG submitted by the firm.

11. In case of contractor failing to arrange proper uniform for the staff or failing to make payment within stipulated time i.e. by 07<sup>th</sup> of the month. Contract may be terminated, after issuing warning, by the Buyer unilaterally.

12. The Customer shall be entitled to deduct from the pending bills of the Contractor all such sums of money as may be claimed by the Govt in terms of herein mentioned clauses 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/Security Deposit of the firm.

13. **Claims.** The following claims clause will form part of the contract placed on successful bidder.

(a) On quantity of the stores, where the quantity does not correspond to the quantity shown in the packing list/ insufficiency in packing or

(b) On quality of the stores, where quality does not correspond to the quality mentioned in the contract.

(c) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI (Joint Receipt inspection) and acceptance of goods. The quantity claim shall be submitted to the seller as per form DPM-22 (available in MoD website and can be given on request).

(d) The quality claims for defects or deficiencies in quality notice during the JRI shall be presented within 45 days of completion of JRI and acceptance of goods. Quality claims shall be presented for defects or deficiencies in quality noticed during warranty period earliest but not later than 45 days after expiry of the guarantee period. The quality claims shall be submitted to the seller as per Form DPM - 23 (Available in MoD website and can be given on request).

(e) The description and quantity of the stores are to be furnished to the seller along with concrete reasons for making the claims. Copies of all the justifying documents shall be enclosed to the presented claim. The seller will settle the claims within 45 days from the date of the receipt of the claim at the Seller's office, subject to acceptance of the claim by the Seller. In case no response is received during this period the claim will be deemed to have been accepted.

(f) The seller shall collect the defective or rejected goods from the location nominated by the buyer and deliver the repaired or replaced goods at the same location under seller's arrangement.

(g) Claims may also be settled by reduction of cost of goods under claim from bonds submitted by the seller or payment of claim amount by seller through demand draft drawn on an Indian bank, in favour of PCDA concerned.

(h) The quality claims will be raised solely by the Buyer and without any certification / countersignature by the Seller's representative stationed in India.

14. **Minimum wages.** The contractor should ensure payment of existing minimum wages as per Minimum Wages Act, 1948 as revised from time to time to personnel deployed by contractor. Non-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 deployed by him for execution of the proposed schedule of duty as per the existing minimum wages promulgated by the Labour Department, Govt. of Tamilnadu / Labour Commission of Central Govt whichever is higher to the skilled/ unskilled workers to give proof of payment of minimum wages to each employee.

15. **EPF, ESI, EDLI and GST.** The amount of EPF, ESI, EDLI and GST shall be quoted strictly as per prescribed Govt rates. However, the payment for these statutory obligations will be made in arrears on production of documentary evidence to the effect that the same has been deposited by the Contractor in the concerned account of each individual duly accounting their EPF / ESI account numbers.

16. **Police Verification.** At all times, the contractor will be responsible to ensure that workers engaged by him are security cleared by Police Station of workers residing area. Police verification is to be submitted at least 10 days prior to commencement of the contract. The contractor will also ensure that no person employed by him for the services has been/ is involved in any activity against the interest of state.

17. The outsourcing agency shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and the Commander, Coast Guard Region (East) shall not be a party to any dispute arising of such deployment by the contractor.

18. The outsourcing agency shall make payment to the personnel employed on monthly basis **on or before 7<sup>th</sup> of every month** or on a date mutually convenient to both the parties. The payment in any case shall not be delayed beyond the 7<sup>th</sup> of the following month. In case the contractor fails to make payment of wages with the period or makes short payment, the Indian Coast Guard reserves the right to make payments to the contract labour by deducting from any amount payable to the contractor under any contract or as debt payable by the contractor.

19. **Inspection Authority.** The inspection will be carried out by the CSO(P&A) or any officer nominated by this Headquarters. The mode of inspection would be Departmental/ User/ joint/ self certification.

20. **Warning Clause.** In case of receipt of any complaint by users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/ material supplied :-

- |     |                          |   |   |
|-----|--------------------------|---|---|
| (a) | First complaint          | : | Verbal Warning.   |
| (b) | Second & Third complaint | : | Written Warning/ Show cause Notice.   |
| (c) | Fourth & Fifth Complaint | : | Deduction of ¼ amount of the monthly bill.  |
| (d) | Sixth Complaint          | : | Issue of Show Cause Notice for termination of contract and PBG of the contract will be forfeited. |



**Part-V****EVALUATION CRITERIA AND PRICE BID ISSUES**

(Only the relevant portions have been reproduced below. For complete document you may log on to **Ministry of Defence official website**)

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 this RFP.

(b) The Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the characteristics of the equipments/ items and terms and conditions as mentioned in the RFP. The compliance of Bids would be determined on the basis of the parameters specified in the RFP. The Bids of only those Bidders will be opened whose Bids would clear the evaluation.

(c) The lowest bid will be decided upon the lowest price quoted by the particular bidder as per the Commercial-Bid format. All columns of the Commercial Bids shall be filled in by the bidder and no column should be left blank failing which, the bid will be rejected. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Customer would be the deciding factor for ranking of Bids.

(d) No document is required to be attached with commercial bid. Bidders are advised to quote the prices keeping the bye-laws in vogue concerning with the present tender. Unreasonably inflated or deflated bids are to be avoided. Cutting/ alteration made in the tender shall render it invalid. The Commander, Coast Guard Region(East), Chennai reserves the absolute right to reject the tender without assigning reason whatsoever it may be.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity including standard taxes applicable as on date issued by the Govt., the unit price will prevail and the total price will be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price

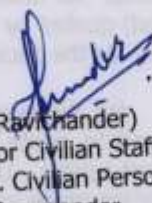
(f) The lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the Customer. The point related to 'Selection of vendor' in case more than one vendor quoting same rate / contract value to be decided by the CFA.

2. **Service Charges.** "Wages rates are to be quoted in accordance with the state/Central Government rate, whichever is higher applicable for outsourcing of 15 Nos Data Entry Operators. Minimum Service charges not less than 5% over and above that Minimum Wages to be quoted separately in words and figures. Service charges should not be freak one and any amount which is less than 5% will have to be treated as null and void. 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, Rs.7.68 will be rounded off to Rs.8.00. Similarly, Rs.7.45 will be rounded off to Rs.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".

3. **Commercial Bids.** The bid format is given at **Annexure-III** to this TE / RFP, the Bidders are required to fill up the specified proforma with full details as follows.

- (a) Category of personnel being employed.
- (b) No. of personnel.
- (c) Wage structure viz. Basic salary, DA, EPF, ESI, other allowances.
- (d) Total
- (e) Service Charges to be mentioned in Rupees only
- (f) Grand Total
- (g) Service Tax (if applicable)
- (h) Others (if applicable)

  
 (RV Ravichander)  
 Senior Civilian Staff Officer  
 Regl. Civilian Personnel Officer  
 for Commander  
 Coast Guard Region (East)

Date: 31 May 18





**Annexure - I****QUALIFICATION REQUIREMENT (QR)  
FOR OUTSOURCING OF MANPOWER**

<b>Sl. No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Qualification Requirement (QR)</b>
1.	Data Entry Operators (Skilled)	15	The persons should be Higher Secondary (10+2) qualified and be proficient in computers. Graduates preferable.
2.	Multi Tasking Staff (Skilled)	12	Persons should preferably be Matric (10 <sup>th</sup> ) qualified and should be able to do Multi Tasking Staff duties.

**Annexure - II****BRIEF DESCRIPTION OF DUTIES  
OUTSOURCING OF DATA ENTRY OPERATORS**

1. Proficiency in MS Office and typing.
2. Diarising / Registration of mail / official letters / note received.
3. Opening of file and its proper maintenance.
4. Procurement of stationery from the stores and keeping in safe custody and to ensure proper distribution / utilization with proper accountability records.
5. Maintenance of Registers as per instructions of the Section-in-Charge.
6. Other duties assigned by the senior officers from time to time.

**BRIEF DESCRIPTION OF DUTIES  
OUTSOURCING OF MULTI TASKING STAFF**

1. Movement / Carrying files to various Offices.
2. Photocopying of documents and maintenance of connected registers.
3. Receipt of mail and entering in registers.
4. Maintenance of Registers as per instructions of the Section-in-Charge
5. Distribution of mail to various sections.
6. Preparing envelopes and affixing stamps.
7. Cleanship of Office / Section.
8. Attending to bell calls of HODs of respective departments attached with.
9. Any other work assigned from time to time.

**FORMAT FOR SUBMISSION OF BID**

1. Consolidated charges including service taxes, levies etc. for the outsourcing of **15 Data Entry Operators at RHQ(East)**


SI	Description of services	Amount
(a)	Basis plus VDA (per day per staff) New rate	
(b)	EPF @ 13.15% of Basic plus VDA(Revised rate subject to maximum of Rs.15,000/- as per EPF Rules)	
(c)	ESI @ 4.75% of Basic plus VDA	
(d)	Sum total of serial (a) to (c)	
(e)	Service Charge to be mentioned in Rupees only including cost of uniforms (Minimum 5% of SI (d))	
(f)	Total (d) + (e)	
(g)	Service Tax @ 18% (including Swachh Bharat cess & Krishi Kalyan cess) on SI.(f)	
(h)	Grand Total of Serial (f) & (g)	
(j)	R/Off (-)	
(k)	Total for one staff for one month (26 days)	
(l)	Total for one year for one DEO	
(m)	Total for one year for 15 DEO's	

**FORMAT FOR SUBMISSION OF BID**

2. Consolidated charges including service taxes, levies etc. for the Outsourcing of **12 Multi Tasking Staff at RHQ(East)**

SI	Requirements	Amount
(a)	Wages Basic + VDA(Rs.536 per day x 26 days)	
(b)	EPF @ 13.15% of Basic plus VDA(Revised rate subject to maximum of Rs.15,000/- as per EPF Rules)	
(c)	ESI @ 4.75%	
(d)	Sub Total (a) to (c)	
(e)	Service Charge to be mentioned in Rupees only including cost of uniforms (Minimum 5% of SI (d))	
(f)	Total (d) & (e)	
(g)	Service Tax @ 18% (including Swachh Bharat cess & Krishi Kalyan cess) on SI.(f)	
(h)	Grand Total of Serial (f) & (g)	
(j)	R/Off (-)	
(k)	Total for one staff for one month (26 days)	
(l)	Total for one year for one MTS	
(m)	Total for one year for 12 MTS	

3. The ESI & EPF including EDLI and Administrative charges shall be quoted strictly as per the prescribed rates by the Govt.

 Signature of the Tenderer with stamp