

Telefax: 044-25980423

Coast Guard Ship Maintenance Authority
56, SN Chetty Street
Kasimedu
Chennai – 600 013

450/CGSMA/PS/03/2019-20

22 Nov 19

M/s. _____

Our Ref No.	450/CGSMA/RFP/PS/07/2019-20	Date:	22 Nov 2019
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REQUEST FOR PROPOSAL FOR OUTSOURCING OF SIX (06) MANPOWER (DATA ENTRY OPERATOR) AT CGSMA FROM 01 FEB 2020 TO 31 JAN 2021

Dear Sir / Madam,

1. Quotations under **Two Bid system (Technical & Commercial Bid)** in separate sealed cover (**superscribed technical bids & commercial bids as applicable**) are invited for **Outsourcing of Six (06) Manpower (Data entry operator) at CGSMA, Chennai – 600 013**. Detailed Scope of Contract and terms and conditions for the Contract are listed in Part I to V of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

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

- (a) Bids/queries to be addressed to : **The Officer-in-Charge**
- (b) Postal address for sending the Bids: **The Officer-in-Charge
Coast Guard Ship Maintenance Authority
C/o BMU(CHN)
56, SN Chetty Street
Kasimedu, Royapuram, Chennai-600013**
- (c) Telephone No. of contact personnel : **044-25970423**
- (d) Fax number : **044-25980423**

3. This RFP is divided into five parts as follows: -

- (a) **Part I:** Contains General information and instructions for the bidders about the RFP such as the time, place of submission and opening of Tenders, validity period of Tenders etc.
- (b) **Part II:** Contains essential details of the services required, such as the schedule of requirements (SOR) and Technical specifications.



- (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 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. (a) RFP reference No. **450/CGSMA/RFP/PS/07/2019-20 dated 22 Nov 2019**
(b) Last date and time for receipt of bids on – **17 Dec 2019 at 1500 Hrs.**
2. **Manner of depositing the bids.** Sealed Bids should be **dropped** in the Tender Box marked as **General** at address given above so as to reach by the due date and time. Late Tenders will not be considered. Bids sent by Post/FAX/E-mail will not be considered.
3. **Time and Date for opening of bids: 17 Dec 2019 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 BMU(CHN), 56, SN Chetty Street, Kasimedu, 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 bid.** **Coast Guard Ship Maintenance Authority, 56, SN Chetty Street, Kasimedu, Chennai – 600 013.** 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 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. **Forwarding of Bids.** The bidders are advised to submit the **price bid** as per the format placed at **Appendix - "B"** to this RFP in **separate A4 size sheet under sealed envelope duly super scribed as price bid.** The amount to be quoted in price Bid should be restricted to two digits after decimal points. The bidders are also required to furnish **clause by clause compliance** bringing out clearly facts of **pre-requisites** of this RFP on their original memo/ letter pad inter alia furnishing all details including complete postal & e-mail address of their office along with all requisite documentary evidence. The price bids will be opened only on scrutiny of **pre-requisites** of this RFP.



7. **Clarification regarding consists of the RFP.** A prospective bidder who requires clarification regarding the consists of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 05 (Five) 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.
8. **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.
9. **Clarification regarding consists 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.
10. **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.
11. **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.
12. **Validity of Bids.** The Bids should remain **valid for 120 days** from the last date of submission of the Bids.
13. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of equal to 5% of the quote along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks 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.



14. **Certificate by Vendor.** It is mandatory for the vendor to fill up the **compliance matrix** at **Appendix 'A'** and submit the same along with the bid submitted.

15. **Pre-Bid Meeting.** The firms are requested to assemble at the Coast Guard Ships Maintenance Authority, 56, SN Chetty Street, Kasimedu, Chennai – 600 013 **at 1430 hrs on 10 Dec 19 (one week before date of submission of bid) for pre-bid meeting prior submission of their bids.**

16. **Instruction for bidders.** The bidders are to adhere to following points while preparing the bids: -

- (a) Firms are to mention the RFP number, TIN and date in the quote failing which the quotes will be invalid.
- (b) Validity of quotes has to be mentioned in the quotations.
- (c) The EMD submitted by the bidders needs to be mentioned in the bids.
- (d) The bidders are to give acceptance of compliance matrix, placed at **Appendix 'A'** along with the bids failing which the Tenders will be invalid.

PART-II

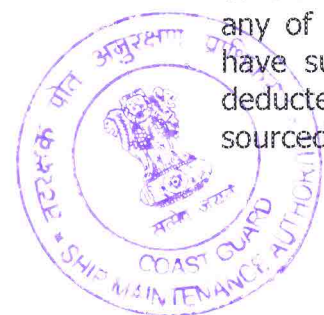
ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED

1. **Schedule of Requirements.** Provisioning of **Six (06) Manpower (Data Entry Operator)** at CGSMA required for a period of One year with effect from **01 Feb 20 to 31 Jan 20** by providing following category of personnel.

Outsourcing of Six (06) Manpower (Data Entry Operator) (22 Days in a month) at CGSMA for one year		
Ser	Description of Services	Total Required
1.	Data Entry Operator	06 (Six)

2. **Amplifying details on the services.** Details of services as follows: -

- (a) All these personnel should be trained, disciplined and courteous with proper uniform and identity card. If any of the staff takes leave/ absent except off days, the Seller should make alternative arrangements to ensure that all individuals are available for uninterrupted services.
- (b) The Staff will be in the employment of the Seller except for the services provided for the Buyer. However, the Buyer Party will have the overall supervisory and coordinating control over the staff provided by the Seller. In the event when the Seller fails to provide any of the services requisitioned under the agreement, the Buyer will have the right to have such service from a Third Party at the expenses of the Seller. The Cost will be deducted as disallowance while clearing monthly payment. Even in the case of service not sourced through a third party a penalty as per this Contract Part-III.



(c) The Quote be inclusive of Provident Fund, ESI, Admin charges and this will be the responsibility of Seller as per minimum wages laid by notifications of **Revision of Minimum Wages payable for Watch and Ward vide Govt. of India Ministry of Labour & Employment Office of the Chief Labour Commissioner(C), New Delhi F. No. 1/8(3)/2019 - LS. II dated 23 Sep 2019 whichever is higher to Data Entry Operators/Typist/Clerical Staff** will be as per prevailing orders of Central/ State Govt. whichever is higher. Employees of the Seller shall not be deemed to be the employees of the Buyer.

(d) Seller should strictly ensure health, hygiene and verification of character / antecedent and residential proof of the staff employed by them and produce the copies of above certificates for verification by the First Party. Visitors to the employees of the Service Provider will strictly not be permitted / entertained in the Coast Guard premises.

(e) The buyer can ensure and **enforce strict men / material, inwards and outward security system**. The Seller Party will cooperate and implement the security and safety procedures imposed by the Buyer.

3. **Delivery 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 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 service are not rendered within the contracted period with applicability of LD clause. Excision 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. 25 Lakhs**.

(b) As documentary evidence of the eligibility criteria mentioned in sub para (a) ibid copies of contracts / supply orders along with satisfactory contract/ order execution reports(s) issued by the concerned organization shall be enclosed by the bidder along with the **bid**.

(c) The firm should have the following certificates/ documents valid as on date of issue of this Tender enquiry: -

(i) **ESI Registration Certificate:** (Attested copies of ESI registration certificate along with latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid)

(ii) **EPF Registration Certificate:** (Attested copies of EPF Registration Certificate along with latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid)



- (iii) **GST Certificate:** (Attested copies of GST Registration Certificate along with latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid)
- (iv) **Pan Card:** 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).
- (v) **License:** Firm should be registered with the Ministry of labour and Ministry of Home for hiring of manpower and copy of registration certificate is to attached with the Bid.
- (vi) 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. **Working days.** CGSMA, Chennai will be functioning on all days of the month including holidays and Sundays. The requirement of Data Entry Operators to various departments will be met by the service provider. However, the Data Entry Operators will be paid maximum **up to 22 days** in a month being upper ceiling by **Govt. of India Ministry of Labour & Employment Office of the Chief Labour Commissioner(C), New Delhi F. No. 1/8(3)/2019 - LS. II dated 23 Sep 2019 whichever is higher to Data Entry Operators/Typist/Clerical Staff.**

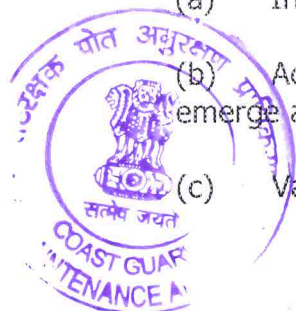
6. **Contract Operating Authority.** The Provisioning of **Six (06)** Manpower (Data Entry Operator) at CGSMA, Chennai contract once finalized will be operated by **the Officer-in-Charge, Coast Guard Ship Maintenance Authority, Chennai** through its designated officers.

7. **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 Officer-in-Charge, Coast Guard Ship Maintenance Authority, Chennai (through Deputy Officer-in-Charge)** 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 sheet prepared and signed by the service provider duly **countersigned by Deputy Officer-in-Charge** is to be submitted along with the monthly bills for payment.

8. **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.

9. **Documents/ information to be submitted with the Bid:**

- (a) Income tax return for the 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%** along with their bid amount. 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 **Officer-in-Charge, Coast Guard Ship Maintenance Authority, 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 schedule 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 GST 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.

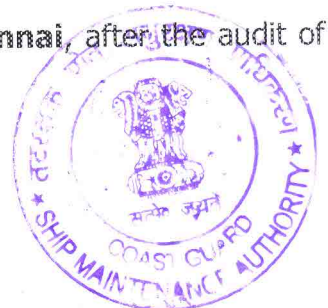
(j) **General terms and conditions:** "Wages rates are to quoted in accordance with the Sate/ Central Government rate, whichever is higher applicable for outsourcing of "Provisioning of Six (06) Manpower (Data Entry Operator) at CGSMA required for a period of One year with effect from 01 Feb 2020 to 31 Jan 2021" Minimum Service charges not less than 1% and uniform charges/ allowance if desired to be quoted may also be included in service charges separately in words and figures. In case of more firms quoting same rates, as per evaluation criteria given at Appendix "C" . The rates quoted in paisa will be acceptable only up to 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".

10. **General Terms and Conditions for the Contractor.** The required documents duly signed by the bidder should be submitted in a sealed cover clearly marked as '**BID for Provisioning of Six (06) Manpower (Data Entry Operator) at CGSMA, Chennai**'.

11. **Rate.**

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

(b) Payments will be made direct to the firm by **DCDA(N) Chennai**, after the audit of the bill.



(c) 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.

(d) 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 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.

(e) 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.**

(f) The period of contract may be extended on the same finalized terms and conditions for a further period up to one year at the sole discretion of the **Coast Guard Ship Maintenance Authority, Chennai.**

12. **Quality.** The quality of the stores delivered/ services rendered according to the present contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the buyer. Such modifications will be mutually agreed to. The seller confirms that the stores to be supplied under this contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The seller shall supply an interchange ability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

13. **Consignee Details.** The Officer-in-Charge, Coast Guard Ship Maintenance Authority, 56, SN Chetty Street, Kasimedu, Royapuram, Chennai-600 013 or any authority as authorized by him.

Part-III

STANDARD CONDITIONS OF RFP

You are required to give confirmation of your 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.

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



2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and 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. The Commander, Coast Guard District Headquarters No.5 (TN), 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 binder. The review of the arbitration shall be at the discretion of arbitrator. Subject as aforesaid, the Arbitration Act and the rules there-under, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition

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. **Liquidity Damages.** The terms of Liquidity Damages will be as follows: -

(a) In the event of the seller's 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 value** 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 service staff.** It is to be noted that the absence of staff as detailed in part-II of this RFP will entitle a pro-rate deduction (along with 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 part or two times the pay of the concerned staff (calculated pro-rata with monthly payment as per contract) whichever is higher.



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

- (a) Deficiency in services for causes not attributable to Force Majeure for more than one month after being intimated about the deficiency.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in undertaking contract and paid any commission to such individual/company etc.
- (d) Non-liquidation of deficiencies intimated by the Buyer for a period of more than two calendar months.
- (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 mail, 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: -**

In respect of Indigenous bidders: General

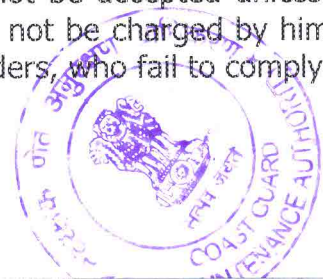
(a) If it is desired by the Bidder to ask for GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of taxes and no liability of taxes will be developed upon the Buyer.

(b) 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) **If reimbursement of any Duty/Tax/GST 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.

(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 up to any value of contract from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have.** If any concession is available in regard to rate/quantum of any Duty/tax/GST, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with



this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(f) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

14. **Customs Duty / Excise duty.** NA

15. **Octroi Duty & Local Taxes.**

(a) Normally, materials to be supplied to Government Departments against Government contracts are exempted from levy of two 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 authorized 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.

(b) In case where the Municipality or other local body insists upon payments 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 by laws / 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

1. **Performance Security.** 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.** NA

3. **Repeat Order Clause.** NA

4. **Tolerance Clause.** NA



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/NEFT 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 as per the Form-11 in DPM-2009. Contactor to produce the followings: -

(a) **Under Payment of Wages, 'Proof of payment to the employees less their contribution (Employees Share) towards EPF, ESI' to be provided**

(b) **Under EPF, ESI, 'Proof of remittance of Employer's Share & Employees' share of EPF/EDLI & ESI to the respective account also to be provided**

(c) **EPF/ESI Account Number in respect to each employee to be provided to them for their access to their EPF/ESI Account**

The payment will be made as per the following terms, on production of the requisite documents:

(d) The following components will be paid every month: -

- (i) Wages paid as per the Central Government Rates
- (ii) Service Charges per month
- (iii) Service Tax applicable
- (iv) EDLI & Admin Charges
- (v) Employer EPF share
- (vi) Employer ESI share

(e) Monthly payment will be made against following documents: -

- (i) Contingent Bill
- (ii) Consolidated Bill by Vendor for items at para 1 of part II and 5 (a) (iv), (v) & (vi) above.
- (iii) Form of Register of Wages-Cum-Muster Roll as per form XVII countersigned by Deputy Officer-in-Charge or an officer nominated by him.
- (iv) Copy of EPF and ESI Challan of along with detail of amount deposited in the account of each employee of previous month.
- (v) Certificate duly signed by contractor and countersigned by Deputy Officer-in-Charge having paid minimum wages to the Data Entry Operators.
- (vi) Xerox copy of Performance Security
- (vi) Xerox copy of contract agreement.
- (vii) Xerox copy of temporary ESIC till initial 03 months after conclusion of contract followed by Xerox copy of Permanent ESIC.
- (viii) Ink signed copies of seller's bill and invoice / bill.
- (ix) Copy of sanction letter.
- (x) Performance satisfactory certificate duly signed by Buyer's Representative.



(f) **Responsibility of payment of wages as per Section of CLRA – 1970:** The contractor shall make payment to the 32 Conservancy staff employed on monthly basis under the contract through their bank account and proof of payment to be enclosed with the bills for processing. In case of wages disbursement by cash on account of competitive situations that should be in presence of Logistic Officer or an officer nominated by him in the premises of CGSMA on or before the 7th of every month on a date mutually convenient to both the parties. The payment in any case shall not be delayed beyond the 7th of the following month. In case the contractor fails to make payment of wages within the period or makes short payment. Indian Coast Guard reserves the right to make payments to the contract workers by deducting from any amount payable to the contractor under any contract or as debt payable by the contractor.

(g) The Contractor shall submit a consolidated monthly bill for the month due for the services rendered during the preceding one-month by the 10th of every month along with attendance sheet on monthly basis verified by the representative of the Customer. The payment for the services will be made to the Contractor. The contractor shall also enclose a certificate duly signed by Logistics Officer with bill having paid minimum wages promulgated by notifications of **Govt. of India Ministry of Labour & Employment Office of the Chief Labour Commissioner(C), New Delhi F. No. 1/8(3)/2019 - LS. II dated 27 Mar 2019 whichever is higher to Data Entry Operators/Typist/ Clerical Staff.** The payment will be made through DCDA(N), Fort St George, Chennai – 600009.

(h) The Contractor shall introduce individual salary slip of employees and produce the proper details of payment made to the employees along with their individual salary slip while forwarding of monthly bill for onward submission to DCDA(N).

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

(k) The payment to the contractor will be made by ACDA(Navy) on post monthly basis subject to satisfactory services during the period. The payment of statutory charges like EPF, EDLI, ESI and GST etc. will be made to the contractor on monthly basis on actual after submission of documentary evidence by the contractor to the effect that these charges have been deposited of EPF account No of employees within one month and copy of ESIC smart Card of all workers after approval of competent authority.

7. **Price Variation Clause:** Any changes either increase or decrease to wages to Data Entry Operator by the Govt. of India to be intimated and considered for variation.

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

9. **Paying Authority.** The **DCDA(Navy), Fort St. George, Chennai - 600 009.** The payments of bills will be made on submission of the following documents, whichever applicable, by the contractor to the paying Authority along with the bill: -



- (i) In-signed copy of contingent bill/Contractor's bill.
- (ii) Ink-signed copy of commercial invoice/contactor's bill
- (iii) Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries with their concern UAN number etc as applicable.
- (v) Performance Bank guarantee/Indemnity bond where applicable.
- (vi) DP extension letter with CFA's sanction, U.O. number date of IFA's concurrence, where required under delegation of powers, indication whether extension is with or without LD.
- (vii) 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).
- (viii) Any other document/certificate that may be provided in the contract.

10. **Penalty/ Risk & Expense.** In case the contractor fails to carry out on any day, any of the work mentioned in Encl-III and as specified Schedule of Duties at Part-I para 2 of RFP or fails short in providing requisite manpower, on account of such breach pro ratta recovery through Risk & Expense along with penalty equal to **1% of the total monthly charges every day of absence/short supply of manpower** will be recovered from the monthly bill of the contractor. The quantum of recovery will be decided by the Commander Coast Guard District Headquarters No.5 which will be binding and final.

11. 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.

12. In case of contractor failing to arrange proper uniform for the staff or failing to make payment within stipulated time i.e. by 10th of the month. Contract may be terminated, after issuing warning, by the Buyer unilaterally.

13. 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.

14. The Customer will have the right to make good any shortfall in the services of the contractor at his risk and cost by hiring manpower's and purchasing cleaning materials from outside agency, in addition to deduction of penalty mentioned above from the monthly bill of the firm or from the PBG submitted by the firm.

15. The Customer shall be entitled to deduct from the pending bill of the Contractor all such sums of money as may be claimed by the Government in terms of herein mentioned clauses of this agreement. Any sum of money not covered by the amount of the said bill of the firm.



16. **Force Majeure.**

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

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

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances.

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

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

17. **Minimum wages.** The contractor should ensure payment of existing minimum wages as per Minimum Wages Act, 1948 as revised from time to time to Provisioning of Three (03) Data Entry Operators, Coast Guard Ship Maintenance Authority, Chennai deployed by him. 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 to deployed by him for execution of the proposed schedule of duty as per the existing minimum wages promulgated by the notifications of **Govt. of India Ministry of Labour & Employment Office of the Chief Labour Commissioner(C), New Delhi F. No. 1/8(3)/2019 - LS. II dated 23 Sep 2019 whichever is higher to Data Entry Operators/Typist/Clerical Staff.**

18. **Arrears of minimum wages.** The contract rates shall be based on existing Minimum Wages promulgated by the notifications of **Govt. of India Ministry of Labour & Employment Office of the Chief Labour Commissioner(C), New Delhi F. No. 1/8(3)/2019 - LS. II dated 23 Sep 2019 whichever is higher to Data Entry Operators/Typist/Clerical Staff** for which intimation letter shall be submitted by the Contractor along with copy of Govt. Order of this effect. The payment of the contractor will be enhanced in accordance with revised minimum wages after approval of competent authority.



19. **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
- (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.
- (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.
- (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.
- (a) The quality claims will be raised solely by the Buyer and without any certification/ countersignature by the seller's representative stationed in India.

20. **EPF, ESI, EDLI and GST.** The amount 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.

21. The contractor shall obtain a valid license from the competent Licensing officer under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within **90 days** from the date of awarding of Contract. If the Contractor is refused a license for any reason whatsoever or fails to obtain the license within the stipulated period, the contract shall automatically stand terminated and the Customer shall be at liberty to recover losses, if any, from the security deposit cum Performance Guarantee of the Contractor.



22. The Contractor shall also abide by the provisions of the Child labour (Provision and Regulation), Act, 1986.

23. The Contractor shall pay to the labour employed by him wages as per the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971.

24. The Contractor shall fix the wage period not exceeding one month to make payment to the labourers employed by him and shall ensure payment before expiry of the 10th day after the last of the wage period.

25. The Officer-in-Charge, Coast Guard Ship Maintenance Authority(CGSMA), Chennai will nominate an authorized representative who will be present at the place and time of the disbursement of the wages and the contractor shall ensure the disbursement of the wages in the presence of the authorized representative. The place and time of disbursement shall invariably be in the work premises and during the working hours of the office and the same shall be intimated by the Contractor in advance.

26. It shall be the responsibility of the Contractor to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act and EPF No./ ESI No to be provided to the employees.

27. The Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.

28. The Contractor agrees to indemnify the Customer against all claims for compensation by or on behalf on any workman employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923).

(a) The contract shall also provide the employees with monthly pay slip duly incorporating dues & deductions/ EPP No/ ESI No etc. so as to enable the employees to know about their entitlement/deductions.

29. **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 involved in any activity against the interest of state.

30. The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and The Officer-in-Charge, Coast Guard Ship Maintenance Authority(CGSMA), Chennai shall not be a party to any dispute arising of such deployment by the contractor.

31. The Contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and the Officer-in-Charge, Coast Guard Ship Maintenance Authority, Chennai shall not be a party to any dispute arising out of such deployment by the contractor.



32. The manpower deployed by the Contractor shall be the employee of the contractor and in no circumstances shall ever have any claim of employment with the Officer-in-Charge, Coast Guard Ships Maintenance Unit.

33. **Uniform:** The provisioning of 06 Data Entry Operators at CGSMA shall be in distinct / neat uniform including half sleeve coats for men and similar colour sarees / salwar for women with logo of the firm embossed. Samples of the uniform are to be approved by the Buyer at least 15 days prior to commencement of the contract. In order to maintain neat and clean uniforms at all times at least two set of uniforms to be issued to employees per annum.

34. **Registers and other Records to be maintained, Section 29 of CLRA 1970.**

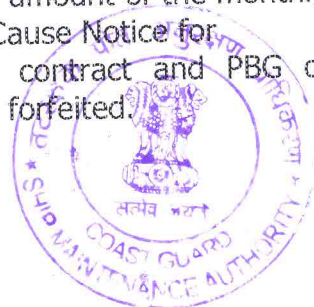
- (a) Register of and records that will be maintained by Indian Coast Guard as follows: -
- (i) Register of Contractors on **Form III** and **Form XII** of CLRA – 1970 by Logistics Officer.
- (b) The Registers and records that will be maintained by Contractor are as follows: -
- (i) Register of Contractors on **Form III and Form XII** of CLRA – 1970.
- (ii) Employment Card on **Form XIV** within three days of employment of each worker.
- (iii) Service Certificate on **Form XV** is to be issued to every worker on termination on employment for any reason.
- (iv) Form of Register of wages-cum-Muster Roll as per **Form XVIII** of CLRA-1970.

35. The contract shall make payment to the contract labour employed on monthly basis under the contract in the presence of **Deputy Officer-in-Charge, Coast Guard Ship Maintenance Authority** or any Officer nominated by this unit in the premises of CGSMA, Chennai on or before 7th of every month on a date mutually convenient to both the parties. The payment in any case shall not be delayed beyond the 7th 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.

36. **Inspection Authority.** The inspection will be carried out by the Executive Officer or any officer nominated by this Headquarters. The mode of inspection would be Departmental/ User/ joint/ self-certification.

37. **Warning Clause.** In case any complaint is received from users, the following penalty will have 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. |



38. **Replacement of Workers.** Any replacement due to any other reason of Workers deployed by contractor should be in knowledge of the Deputy Officer-in-Charge, CGSMA by giving an application in 15 days advance. Also the contractor shall ensure that unwanted replacement/change of staff within months of employment to be avoided. The Contractor shall change the data entry operators within 24 hours if the concerned shall commit any of the following: -

- (a) Any act of Disobedience
- (b) Negligent performance of duty
- (c) Sleeping while on duty
- (d) Any act of dishonesty
- (e) Indulging in illegal activity which may jeopardize the interest of the Govt. and customer.
- (f) Any other misconduct.
- (g) Use of alcohol or any other drugs while on duty or on the premises of CGSMA.

PART-V

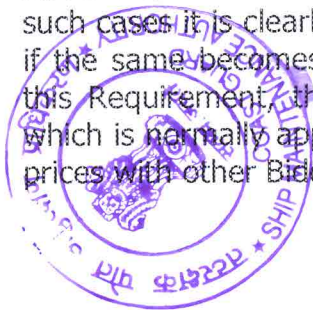
EVALUATION CRITERIA AND PRICE BID ISSUES

1. **Evaluation Criteria.** The board 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. The amount to be quoted in price Bid should be restricted to two digits after decimal points.

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

(c) The Bidders are required to spell out the rates GST etc in unambiguous terms, otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty/Excise Duty/GST 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 duties will be entrained after the opening of Tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in price. Failure to do so may result in ignoring of such offers summarily. If a bidder is exempted from payment of Customs duty /Excise duty /GST duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. if any concession is available in regard to rate/quantum of Customs duty /Excise Duty/AT, it should be brought out clearly. Stipulations like, excise duty 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 excise duty will not be charged by him even if the same becomes applicable later on in respect the Bidders who fail to comply with this Requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of the comparing their prices with other Bidders. The same logic applies to Customs duty and GST also.



(d) 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 works and figures, the amount in words will prevail for calculation of price.

(e) The lowest Acceptable Bid will be considered further for a cement of contract after complete clarification and price negotiations as decided by the Buyer. The Buyer also reserves the right to do apportionment of services, if it is convinced that Lowest Bidder is not in a position to supply full services in stipulated time.

2. **Service Charges.** Services charges to be quoted on **competitive basis. Service charges should not be freak one and any amount which is less than 1% (one percent) will have to be treated as null & void.**

Thanking you,

Yours faithfully,



(SV Joshi)
Deputy Commandant
Deputy Officer-in-Charge
for Officer-in-Charge
Coast Guard Ship Maintenance Authority

