

Tel-011-26112017  
Fax: 011-26112018  
Email: indiacanteen@gmail.com

Reply should be addressed  
To the Commanding Officer

INS India  
'C' Block  
Defence Offices Complex  
Africa Avenue  
New Delhi -110023

Quoting No. 212/Can/Outsourcing

// Aug 2022

**REQUEST FOR PROPOSAL (RFP) FOR**  
**“SUPPLY OF SERVICES OF CONTRACTOR THROUGH HIRED LABOURERS FOR CSD**  
**STORE HANDLING AND DISBURSEMENT OF CSD STORES TO BENEFICIARIES AT UNIT**  
**RUN CANTEEN, INS INDIA AND ITS EXTENTION COUNTERS”**

1. Quotations under Two-bid system (Technical Bid & Commercial-Bid) in sealed cover are invited for annual contract for supply of services of contractor through hired labourers for CSD store handling and disbursement of CSD store to beneficiaries at Unit Run Canteen, INS India.
2. Detailed Scope of Contract and Terms & Conditions for the contract are listed in Part - I to V of this RFP. Please super scribe the following on the sealed cover of the Bids above-mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid. The format for printed information to be pasted on the sealed envelope is placed at Annexure ...The contract is concluded as per Govt of NCT of Delhi wages hence the firms registered in NCT of Delhi only are eligible to participate in tendering.
3. The address and contact numbers for sending Bid or seeking clarifications regarding this RFP are given below:-

(a) **Queries to be addressed to:**

The Commanding Officer,  
(For O i/c URC)  
INS India, 'C' Block  
Defence Offices Complex  
Africa Avenue  
New Delhi-110023

(b) **Postal address for sending the Bid:**

The Commanding Officer,  
INS India, 'C' Block  
Defence Offices Complex  
Africa Avenue  
New Delhi-110023

(c) **Name/designation of the contact personnel:** Cdr MS Bhalothia, Officer-in-Charge  
URC



- (d) Telephone no. of the contact personnel : 011-26112017
- (e) Fax number : 011-26112018
- (f) E-mail ids of contact personnel : indiacanteen@gmail.com

4. This RFP is divided into five Parts as follows:-

- (a) Part I – Contains General Information and Instructions for the Bidder about the RFP such as the time, place of submission and opening of bids, Validity period of bids, etc.
- (b) Part II – Contains essential details of Scope of Contract, Terms & Conditions and Consignee details etc.
- (c) Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) Part V – Contains Evaluation Criteria and Format for Price Bid.

This RFP is being issued with no financial commitment. Buyer reserves the right to amend/ withdraw any terms of the condition in the RFP document or to reject any or all bids without giving any notice or assign any reason. The decision of the Commanding Officer, INS India, Defence Offices Complex, Africa Avenue, New Delhi-110023, in this regard shall be final and binding on all.



A handwritten signature in blue ink, consisting of a stylized, cursive letter 'g'.

**Part I – General information**

1. The general information is as follows:-

- (a) RFP Reference No. 212/CAN/Services of Contractor for CSD Store Handling through hired labourers.
- (b) Bid type: Two bid system (Technical Bid and Commercial Bid).
- (c) Place of collection of printed copy of RFP Document: Room No. 518, URC Office, INS India, Defence Offices Complex, Africa Avenue, New Delhi-110023.
- (d) Last date and time for collection of RFP document: **At 1500 hrs on 26 Aug 2022**
- (e) Last date and time for submission bids **:At 1500 hrs 03 Sep 2022**

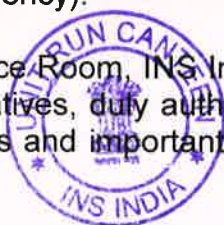
2. **Location of the Tender Box for Submission of Bids.** Sealed bids are to be dropped in Tender Box Marked **“Services of Contractor for CSD Store handling through hired labourers, URC India**, positioned on Ground Floor Entrance Lobby near Quartermaster in ‘C’ Block, INS India, Defence Offices Complex, Africa Avenue, New Delhi-110023. Only those Bids that are found in the tender box will be opened. Bid dropped in the wrong Tender Box will be rendered invalid. Any permission required for entry through the main gate (Gate No. 1) of Africa Avenue is to be communicated on landline no. - 011-26112017.

3. **Time and Date for Opening of Technical Bid.** The Bid should be submitted with **enclosure I** (enclosed) in sealed cover indicating **“Technical Bid”**. Attested copies of all the documents mentioned in Annexure I, along with EMD to be enclosed with Technical bid. Technical bids will be opened by a Board of Officers **at 1500 hrs on 06 Sep 2022** in the presence of bidders or their authorized reps, who may be present at that time. If due date for opening of the Bids is postponed due to closed holiday or any other exigency as deemed fit by the Commanding Officer, INS India, new Bid opening date will be intimated to participating bidders on their official email ID as printed on sealed cover of the Technical Bid.

4. **Time and Date for opening of Commercial Bid.** Will be intimated post opening of Technical Bids through official e-mail IDs or to the representative present at the time of opening Technical Bid to only bidders qualified in Technical Bids. It shall be submitted in format of **Annexure III** in separately sealed envelope indicating **“Commercial Bid”**. No documents are required to be attached with Commercial bid. Bidders are advised to quote the prices keeping the bye-laws in vogue concerning with the present bidder. Unreasonably inflated deflated bids may be avoided. Cutting/alteration will result in rejection of the tender without assigning reason whatsoever.

5. **Manner of Depositing the Bid.** Sealed Bid should be either dropped in the Tender Box marked as **“Tender for supply of services of contractor through hired labourers for CSD store handling and disbursement of CSD store to beneficiaries at Unit Run Canteen, INS India” at Main Gate, INS India** or sent by registered post at the address given above at Para 2 of this document 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. Bid sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

6. **Place of Opening of the Bid.** Conference Room, INS India, Dara Sukhoh Road, New Delhi. (The Bidder may depute their representatives, duly authorized in writing, to attend the opening of Bid on the due date and time. Rates and important commercial/technical clauses



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quoted by all Bidders will be read out in the presence of the representatives of the er...e Bidder. This event will not be postponed due to non-presence of your representative).

7. **Two-Bid System.** Two Bids system i.e Technical and Commercial Bids will be followed. The Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. Commercial bids of only those firms will be opened, whose Technical Bids are found complete/suitable after Technical evaluation is done by the Buyer.

8. **Technical Bid.** The Service Provider tendering Company/Firm/Agency should be fulfilling the following Technical specifications to be eligible to win the technical bid:-

- (a) All the pages of duly stamped copy of RFP collected from buyer's office/ downloaded from website to be signed and stamped and attached with the technical bid.
- (b) The Service Provider Company/Firm/Agency should be registered with the appropriate registration authority.
- (c) Bid should be forwarded by Bidder under their original Memo/letter pad of the company/firm/ Agency.
- (d) TIN number, GST number, Bank address with NEFT Account if applicable, and complete postal & e-mail address of their office including mob, landline no and fax no. are to be included in the bid.
- (e) Service Provider Company/Firm/Agency should be registered with appropriate authorities under Employees State Insurance Act and Employees Provident Fund Act. EPF registration no. and submit the registration no. of both EPF and ESI.
- (f) Copy of showing having completed 3 years of such regular service worth 5 Crores The Service Provider Company/Firm/Agency should have cumulatively completed service contract of value not less than Rs. 1 Crore per annum.
- (g) Company/firm/ agency shall be filing income tax returns for last three years and copy of Income tax return of the company/firm/ agency for FY 2019-20, 2020-21 and 2021-22 are to be enclosed.
- (j) List of at least 02 Skilled (Supervisor), 10 Semi-Skilled, and 10 Unskilled having work experience in CSD Unit Run Canteen for at least 02 years. Work experience certificate of all labourers are to be attached.
- (k) Police verification, not more than one year old, of all labourers attached with the bid to be submitted. A fresh police verification of labourers permitted to be employed for services are to be submitted within one month of awarding the contract.
- (l) Bank statement of last two years (FY 2020-21 and 2021-22) indicating details of payments to labourers to be forwarded.
- (m) Service Provider Company/Firm/Agency should have at least three year's experience in providing services to CSD Unit Run Canteen.
- (n) The Service Provider Company/Firm/Agency shall submit affidavit on a stamp paper of Rs 100/-stating that the agency has not been black listed by the Central Government / State Government / any PSU or private institution.



- (p) Customer satisfaction certificates issued by at least one Central/State Govt/ PSUs/ Institution run from Non Public Funds.
- (q) The Registered Office or one of the Branch Offices of the Service Provider Company /Firm/Agency should be located within the National Capital Territory of Delhi only.
- (r) Financial bids will remain unopened for those Companies/Firms/Agencies which fail to meet eligibility requirement post evaluation of technical bid.
- (s) The contracting Company/Firm/Agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of the Govt. of NCT Delhi. The contracting Company/Firm/Agency will maintain proper records as required under the Law/Acts. It shall be the duty of the contracting company/Firm/Agency to intimate the buyer and take approval before enhance the wages of the employees subject to any statutory obligation /rise from time to time, as instructed by authorities concerned in this behalf.
- (t) Non compliance with any of the above conditions by the Service Provider/ Company/Firm/ Agency will tantamount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.
- (u) Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 117000/- (Rupees One lakh Seventeen Thousand only)** along with their **Technical bids**. The EMD may be submitted in favour of the **“Commanding Officer, INS India”** New Delhi

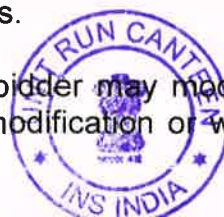
#### 9. Commercial Bid

- (a) The commercial bids of only those bidders qualified in technical bid will be opened.
- (b) The deciding criteria will be consolidated manpower cost per person/per month (inclusive of all kinds of taxes, dress allowance, other allowances, Provident fund, ESI etc.) i.e. the Company/Firm/Agency will have to quote **THERE SHOULD BE ONLY ONE PRICE TO DECIDE THE L-1 VENDOR. HOWEVER THERE WOULD BE A DETAILED BREAK-UP OF REACHING THAT PRICE** as per calculation Sheet at **Annexure III. All details in** calculation Sheet are to be in printed form and repeat not handwritten.
- (c) Company/Firm/Agency quoting less than **50%** of service charge fixed by the buyer will be disqualified.

10. Forwarding of Bid. Bid should be forwarded by Bidder under their original memo/letter pad inter alia furnishing details like TIN number, GST number, Bank address with NEFT Account if applicable, etc and complete postal & e-mail address of their office.

11. 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 07 (seven) days prior to the date of opening of the Bid. Copies of the query and clarification by the buyer will be sent to all prospective bidders who have received the bidding documents.

12. Modification and Withdrawal of Bid. 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 bid. 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 bid. No bid shall be modified after the deadline for submission of bid. No bid may be withdrawn in the interval between the deadline for submission of bid 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.

13. **Clarification Regarding Contents of the Bid.** During evaluation and Comparison of bid, 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.

14. **Rejection of Bid.** 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.

15. **Unwillingness to Quote.** Bidder 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.

16. **Validity of Bid.** The Bid should remain valid till 180 days from the last date of submission of the Bid.

17. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 117000/- (Rupees One lakh Seventeen Thousand only)** along with their **commercial** bids. The EMD may be submitted in favour of the "**Commanding Officer, INS India**" New Delhi 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. 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 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest what so ever, 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), and National Small Industries Corporation (NSIC). The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the bid in any respect within the validity period of their bids.

18. **Pre-Bid Meeting.** In order to provide fair opportunity to firms seeking any clarification regarding contents of the RFP a pre-bid meeting will be held at **1500 hrs on 01 Sep 2022** at Conference Hall, INS India, 'C' Block, Defence Officers Complex, Africa Avenue, New Delhi-23 prior submission of their bids. Any firm who could not communicate as per Para 8 above for any clarification may avail this opportunity. Any prospective bidder wish to participate in this meeting is to forward the details of authorised representative in writing to address mentioned above for security clearance and contact on landline no. 011-26112017.

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

(a) Both the bids are to be submitted in sealed covers and shall be identified clearly as under:-



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(i) **ENVELOPE NO 1 : TECHNICAL BID – Details to be printed on envelope as per Annexure IV**

(ii) **ENVELOPE NO 2 : COMERCIAL BID - Details to be printed on envelope as per Annexure IV**

(iii) **ENVELOPE NO 3 : Containing Technical bid envelope and Commercial Bid Envelope- Details to be printed on envelope as per Annexure IV**

(b) **On the Envelop and inside the Envelop.** Firms shall mention the (a) RFP number (a) date (c) Subject and (d) Email ID on the envelop as well as in the quote in sealed envelope in printed form.

(c) Validity of quotes has to be mentioned in the quotations.

(d) The EMD submitted by the bidders needs to be mentioned in the bids.

(e) The bidders are to submit all printed technical bid, commercial bid and other documents placed at annexures.



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**PART II – ESSENTIAL DETAILS OF RFP**

1. **Schedule of Requirements and Scope of Work.** The overall scope for “Supply of Services by Contractor through Hired Labourers for CSD Store Handling and Disbursement of CSD Store to Beneficiaries” at Unit Run Canteen and associated work, INS India would require employment of Multi-tasking Labourers (Skilled, Semi Skilled and Unskilled) by expected number of 14 labourers which may vary depending upon the requirement of work. The consideration for contract will be based on number of contract laborers employed for the said services. The contractor is required to employ only adult laborers above 18 yrs to 50 yrs and perform following detailed tasking for performance of overall scope of work:-

(a) **Supervisor (Skilled, Graduate and above).** Contractor providing services is to employ the work force to perform the services and he remains the principal employer. He is to provide the services through 01 supervisor (Skilled), Graduate and above academic qualification, who will be responsible to achieve the target for the day as per satisfaction of the buyer. No direct work will be given to any labourer by buyer. Supervisor is to keep liaison with the authorized representative of the buyer for performance of his duties. His task shall include following:-

- (i) Assemble all contract labourer and record attendance and put up the attendance register to Canteen Manager for signature on daily basis.
- (ii) Allocation of tasks as required by authorised representative of buyer.
- (iii) Provide relief for labourers who are absent.
- (iv) Ensure all labourers are in proper uniforms as per the condition of the contract.
- (v) Maintained discipline of all contract laborers.
- (vi) Deal with the day to day grievances of the contract laborers.
- (vii) Submit all document related to payment of wages, EPF, ESI, bonus every month for scrutiny by the buyer.
- (viii) Collect all bill generation report and receipt of payment through POS/ cash from all bill generating counters and submit it to the Accountant.
- (ix) Assist in the office of the buyer for all the paper work related to providing services by the contractor.
- (x) Ensure no labourers enter into prohibited area of the unit.

(b) **Multi-Tasking Laborers Special Category (MTLSC)(Semi Skilled)** Contractor to employ MTLSC (Semi Skilled) as per buyers requirement with minimum academic qualification of 10<sup>th</sup> with knowledge in computer operations. MTLSC(Semi Skilled) are to perform following tasks:-

- (i) Dusting/wiping/vacuum cleaning off all racks, computer hardware and counters and others internal areas of URC and URC premises including storage areas elsewhere.





- (ii) Shifting of packed CSD stores from bulk store to respective sections.
- (iii) Replenishing all items from packed card boxes to racks.
- (iv) Arranging and tallying with price tags all items in racks.
- (v) Assisting Section In-charges in counting and verifying items through proper record for disbursement of items as per client requirements.
- (vi) Ensuring that beneficiaries take only billed items through exit point.
- (vii) Removal of empty cardboard/other packing material outside the URC building to a designated area.
- (viii) Preparing bill generation report and payment receipt of POS/cash for the day the day and handover to supervisor.
- (ix) Preparing the CSD items for monthly and quarterly stock muster.
- (x) To keep the canteen and stores in hygienic condition and prevents the items from deterioration.
- (xi) Arranging of CSD stores in Bulk Stores Room.
- (xii) Any other labour intensive work related to URC such as loading/unloading of CSD stores or other CSD related stores including at extension counters.

(c) **Multi-Tasking Laborers General Category (MTLGC) (Un-Skilled)**. Contractor to employ Multitasking Laborers Special General Category (MTLGC) (Unskilled) as per buyers requirement with minimum qualification of 10<sup>th</sup> in any discipline with basic knowledge in computer operations (MTLGC) (Un-Skilled) to perform following tasks:-

- (i) Dusting/wiping/vacuum cleaning off all racks, computer hardware and counters and others internal areas of URC.
- (ii) Shifting of packed CSD stores from bulk store to respective sections.
- (iii) Replenishing all items from packed card boxes to racks.
- (iv) Arranging and tallying with price tagging of all items in racks.
- (v) Tallying of issued items to clients with bill at exit point.
- (vi) Shifting of empty cardboard/other packing material outside the URC building to a designated area.
- (vii) Wiping up of exteriors of URC walls, glasses windows and cleaning of canvas shades, painting of various equipment and permanent stores.
- (viii) Shifting of racks, heavy stores, heavy duty metal racks etc.



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(ix) Any other labour intensive work related to URC such as loading/unloading of CSD stores or other CSD related stores including at extension counters.

(d) **Multi-Tasking Laborers General Category (MTLGC) Conservancy (Un-Skilled).** Contractor to employ Multitasking Labourer General Category (MTGC) (Semi Skilled) as per buyers requirement with academic qualification middle school for conservancy work (MTLGC) (Semi Skilled) to perform following tasks:-

- (i) Broom cleaning of all the floor of all sections of URC, bulk store, various offices of URC and external area of URC.
- (ii) Regular dry and wet mopping up of floor with detergent and disinfectant of all section of URC and its offices and stores.
- (iii) Shifting of packed CSD stores from bulk store to respective sections.
- (iv) Shifting of empty cardboard/other packing material outside the URC building to a designated area.
- (v) Any other labour intensive work related to URC such as loading/unloading of CSD stores or other CSD related stores including at extension counters.

2. **Eligibility Criteria.** Firms fulfilling the following criteria are eligible to submit the tenders:-

(a) The bidder must have successfully completed/executed such contract in last three years from the date of issue of this RFP/tender enquiry with any Govt. organisation/PSUs/Private Institutions for a cumulative annual value of contract not less than **Rs. 1 Crore.**

(b) As documentary evidence of the eligibility criteria mentioned in sub para (a) above, copies of contract/supply orders along with satisfactory contract/order execution reports issued by the concerned organisation should be enclosed by the bidder with the Technical Bid.

(h) All the pages of duly stamped copy of RFP collected from buyer's office to be signed and stamped and attached with the technical bid.

(j) The Service Provider Company/Firm/Agency should be registered with the appropriate registration authority.

(k) Bid should be forwarded by Bidder under their original Memo/letter pad of the company/firm/ Agency.

(l) TIN number, GST number, Bank address with NEFT Account if applicable, and complete postal & e-mail address of their office including mob, landline no and fax no. are to be included in the bid.

(m) Service Provider Company/Firm/Agency should be registered with appropriate authorities under Employees State Insurance Act and Employees Provident Fund Act. EPF registration no. and submit the registration no. of both EPF and ESI.

(n) Copy of showing having completed 3 years of such regular service worth 5 Crores The Service Provider Company/Firm/Agency should have completed at least three service contract of value not less than Rs. 1 Crore per annum.



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- (p) The Service Provider Company/Firm/Agency must have a cumulative turnover of Rs. 5 Crores per during the last three financial years.
- (q) Company/firm/ agency shall be filing income tax returns for last three years and copy of Income tax return of the company/firm/ agency for FY 2019-20, 2020-21 and 2021-22 are to be enclosed.
- (r) List of at least 02 Skilled (Supervisor), 10 Semi-Skilled, and 10 Unskilled having work experience in CSD Unit Run Canteen for at least 02 years. Work experience certificate of all labourers are to be attached.
- (s) Police verification, not more than one year old, of all labourers attached with the bid to be submitted. A fresh police verification of labourers permitted to be employed for services are to be submitted within one month of awarding the contract.
- (t) Bank statement of last two years (FY 2020-21 and 2021-22) indicating details of payments to labourers to be forwarded.
- (u) Service Provider Company/Firm/Agency should have at least three year's experience in providing services to CSD Unit Run Canteen.
- (v) Affidavit worth Rs 100/- stating that the firm has not been blacklisted by any Central/State Govt/ PSU or private institution. The Service Provider Company/Firm/Agency shall submit affidavit stating that the agency has not been black listed by the Central Government / State Government / any PSU.
- (w) Customer satisfaction certificates issued by at least one Central/State Govt/ PSUs/ Institution run from Non Public Funds.
- (x) The Registered Office or one of the Branch Offices of the Service Provider Company /Firm/Agency should be located within the National Capital Territory of Delhi only.
- (y) Financial bids will remain unopened for those Companies/Firms/Agencies which fail to meet eligibility requirement post evaluation of technical bid.
- (z) The contracting Company/Firm/Agency will be required to pay minimum wages as prescribed under the Minimum Wages Act of the Govt. of India/ Delhi State Govt. The contracting Company/Firm/Agency will maintain proper records as required under the Law/Acts. It shall be the duty of the contracting company/Firm/Agency to intimate the buyer and take approval before enhance the wages of the employees subject to any statutory obligation /rise from time to time, as instructed by authorities concerned in this behalf.
- (aa) Non compliance with any of the above conditions by the Service Provider/ Company/Firm/ Agency will tantamount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.
- (bb) Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 117000/- (Rupees One lakh Seventeen Thousand only)** along with their commercial bids.



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(cc) 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).

(dd) Firm should be registered with the Ministry of Labour for hiring of personnel and copy of registration certificate is to be attached with the Technical Bid.

3. **Working Hours and Place for the Services.** The URC, INS India operates as per the directives of Station Commander, Naval Station Delhi and both the serving and retired beneficiaries avail the services of the canteen. The CSD goods are collected from CSD Depot Kirby place, New Delhi. CSD stores are also transported from main outlet at above mentioned address to extension counters at Chankya Bagh, Kota House and Nairana Bagh. Similarly there may arise a requirement of establishing an extension counter(s) elsewhere in NCR depending upon the requirement of the buyer. Services will be required as follows:-

(a) Labourers employed for the tasks will have to work as per requirement of URC including night hours and shift system.

(b) In any case requirement of maximum 08 hours in a day and 48 hours in a week will have to be strictly complied with.

(c) 30 minutes rest period at staggered timings will be provided which will not be counted as working hours.

(d) Payment will be made as per actual work done and not for holidays/off working days.

(e) Overtime, if granted by the buyer will be paid extra as per extant regulation.

(f) The timing for the services where labourers are required to be deputed will be informed well in time.

4. **Delivery Period.** The supply of services of contractor through hired labourers for CSD store handling and disbursement of CSD store to beneficiaries at Unit Run Canteen, INS India shall be provided within 10 days of signing of the contract.

5. **Duration of the Contract.** The contract will be for a period of 12 months extendable to two more years in steps of a year each post completion of one year subject to terms and conditions mutually agreed and approved by competent Authority.

6. The labourers being employed will be screened by the Canteen Committee formed by the Commanding Officer for suitability, security and medical fitness prior to their employment at the URC.

7. **Attendance Register.** The contract will require 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. Officer-in-Charge URC within one hour of commencement of the work. It will be responsibility of the contractor through his supervisor to ensure that 100% attendance of contract labourers on each day on which work is required to be done as per commencement of the work time promulgated through supervisor failing which penalty will be imposed and such deductions will be made from the payment due to contractor for services provided/PBG of the contractor. **A copy of attendance register countersigned by URC Manager and Officer-in-Charge, URC is to be submitted along with the monthly bills for payment.**



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

9. **Contract Operating Authority.** The supply of services of contractor through hired labourers for CSD store handling and disbursement of CSD store to beneficiaries at Unit Run Canteen, INS India, 'C' Block, Defence Offices Complex, Africa Avenue, New Delhi-110023, once finalized, will be operated by Commanding Officer, INS India, through his designated representative.



**PART III STANDARD CONDITION OF RFP**

Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

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

2. **Effective Date of the Contract.** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract. Extension of contract period depends upon at the sole discretion of the Buyer.

3. **Arbitration.** That in the event of any dispute or differences arising under the contract so executed and which could not be resolved through mutual discussions. In such circumstances, the Buyer and contractor may agree for arbitration. The Commanding Officer, INS India will appoint arbitrator or a cell of arbitration on his behalf to resolve the disputes. The decision of arbitrator taken after due consideration of factors brought out by both parties shall be final and binding. The venue of the arbitration shall be at the discretion of the arbitrator, Subject as aforesaid, the Arbitration Act and the rules thereunder, the statutory modification thereof, for the time being in force, shall be deemed to apply to the arbitration proceedings under this condition.

4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in 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 disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers 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 175 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 in relation to this or any other



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contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents/Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Contractor's failure to render the services in within the period specified in this contract, the Buyer may at this direction, withhold any payment till the completion of the contract. The Buyer may also deduct from the CONTRACTOR as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the total contract value.

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

- (a) Providing of services delayed for causes not attributable to Force Majeure for more than (01 month) after the scheduled date of delivery.
- (b) The Contractor is declared bankrupt or becomes insolvent.
- (c) Providing of services is delayed due to causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.
- (d) **At the sole discretion of Commanding Officer unilaterally.**



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

(f) As per decision of the Arbitration Tribunal.

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

11. **Transfer or Sub-letting.** The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Contractor shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use.

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

14. **Taxes and Duties**

15. If any concession is available in regard to rate/quantum of any Duty/tax, as mentioned by the Seller in their bids, relevant certificate will be issued by the Buyer to enable the Seller to obtain exemptions from taxation authorities.

(a) Any changes in levies taxes and duties levied by Central/State/Local governments such as excise duty, GST, Service Charge, on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of 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) Levies taxes and duties levied by Central/State/Local governments such as GST on final product will be paid by the Buyer on actual based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.



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## PART IV – SPECIAL CONDITIONS OF RFP

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

1. **Performance Bank Guarantee (Security Deposit)**: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the total contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of contract.
  
2. **Option Clause**. The contract shall have an option clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The bidder is to confirm acceptance of the same for inclusion in the contract. It will be entirely the discretions of the Buyer to exercise the option.
  
3. **Repeat Order Clause**. The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% strength of the personnel under the present contract within six months from the date of provision/successful completion of this contract, the cost, and strength and conditions remaining the same. The bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the repeat order or not.
  
4. **Tolerance Clause**. To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Hirer reserves the right to 25% plus/minus increase or decrease the quantity of the required strength up to that limit without any change in the terms & conditions and rates quoted by the Contractor. While awarding the contract, the quantity ordered can be increased or decreased by the Hirer within this tolerance limit.
  
5. **Payment Terms**. It will be mandatory for the Bidders to indicate their bank account numbers for payment through cheques. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is enclosed as at **Appendix -A**. The 100% payment will be made by this office by cheque within three weeks from the date of receipt of the bill along with following documents:-

- (a) The following components will be paid every month:-
- (b) Wages paid as per the Minimum Wages promulgated by Delhi Govt. from time to time for Delhi and NCT region.
- (c) (ii) Service Charges per month.
- (d) (iii) EDLI and Admin Charges



- (e) (iv) Employer EPF share
- (f) Employer ESI share

6. **Documents for monthly Payment.** Monthly payment will be made against following documents:-

- (a) Contingent Bill
- (b) (ii) Consolidated bill by vendor for items at para 1 of part II and
  - i. 5(a) (iii),(iv)&(v) above.
- (c) Form of register of wages-cum-muster roll as per Form XVII countersigned by officer-in-charge or an officer nominated by him.
- (d) Xerox copy of PBG
- (e) Copy of EPF and ESI Challan of respective month along with details of amount deposited in the account of each employee.
- (f) Certificate duly signed by contractor and countersigned by Oi/C Canteen having paid minimum wages to the personnel.

7. The contractor shall submit a consolidated monthly bill for the amount due for the services rendered during the preceding one-month by the 10<sup>th</sup> of the month **along with attendance sheet on monthly basis** verified by the representative of the buyer. 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 personnel as per rates promulgated by Govt. of Delhi. The payment will be made by the Accounts office, Unit Run Canteen INS India, Dara Sukhoh Road, New Delhi.

8. The Contractor shall introduce individual salary slip of employees and produce the proof of payment made to the employees along with their individual salary while forwarding of monthly bill.

9. The Contractor shall make payment to the employees on or before last day of every month.

10. Amount of Penalty/Risk expense etc., if any, will be deducted from the billing amount.

11. The payment to the contractor will be made by this office on post monthly basis subject to satisfactory services during the period. The payment statutory charges like EPF, EDLI, ESI, Bonus will also made to the contractor to the effect that these charges have been deposited with the concern Govt. authorities. The Contractor is required to forward the details of EPF account number within one month and copy of ESIC card of all employees within three months of award of contract.



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12. The contract rates shall be based on existing Minimum Wages promulgated by the Labour Department, Govt. of NCT of Delhi, and will be subject to revision on revision of Minimum Wages by Department of Labour, Govt. of NCT of Delhi for which intimation letter shall be submitted by the Contractor will be enhanced in accordance with revised minimum wages after approval of competent authority.

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

14. **Paying Authority.** The Commanding Officer, INS India, 'C' Block, Defence Offices Complex, Africa Avenue, New Delhi – 110023.

15. **Penalty/Risk & Expense.** In case the contractor fails to carry out on any day, any of the work ordered by buyer or person delegated by him/her to carry out works in respect of URC INS India or falls short in employing requisite manpower as stipulated sub para 1(f) of Part 1 of this document, on account of such breach pro rata recovery through Risk and Expense along with penalty equal to **1% of the total monthly charges everyday 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 Commanding Officer INS India which will be binding and final. Any contract labour late in reporting at work place by half an hour for the first time will be marked absent. If same labourer reports late on subsequent occasion, contractor shall provide relief in lieu for the balance of period of services. The loss incurred to URC, INS India due to non-reporting of any labourer, it will be liability of the contractor to pay damages.

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 immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

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



*[Handwritten signature]*

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

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 the personnel 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 be employed by him for execution of the proposed conservancy contract as per the existing minimum wages promulgated by the Labour Department, Govt. of NCT of Delhi to the semiskilled/unskilled workers.

18. **EPF, EDLI, ESI Amount.** The amount of EPF, EDLI and ESI shall be quoted strictly as per prescribed Government rates. However payment for these statutory obligations will be made with monthly bills on production of documentary evidence to the effect that the same has been deposited by the contractor in the concerned account.

19. The contractor shall obtain a valid licence from the competent Licencing 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 award of contract. If the contractor is refused a licence for any reason whatsoever or fails to obtain the licence within the stipulated period, the contract shall automatically stand terminated and the Buyer shall be at liberty to recover losses, if any, from the security deposit cum Performance Guarantee of the contractor.

20. The Contractor shall also abide by the provision of the Child Labour (Provision and Regulation) Act 1986.

21. The contractor shall pay to the labourers 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.

22. The contractor shall fix the wage period not exceeding one month to make payment to the personnel employed by him and shall ensure payment before expiry of the wage month after the last of the wage period.

23. The contractor is to receive duly signed the bank statement from individual labourer showing payment of wages and other dues to the labourers through NEFT/RTGS and submit it to the buyer every month as proof of wages having been disbursed.

24. It should be 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 Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Act.



25. 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 personnel employed in the work.

26. The Contractor agrees to indemnify the Buyer against all claims for compensation by or on behalf of any contract labourers employed by him in connection with agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) and any other legal expenses incurred by the buyer or a decree of court or whatsoever arising out of due to contract laborers.

27. **Police Verification.** At all times, the contractor will be responsible to ensure that personnel engaged by him are security cleared by Police Station of contract labourer's residential area. A fresh Police verification is to be submitted within one month of commencement of the contract in addition to police verification of last one year required to be submitted with technical bid. 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.

28. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The Commanding Officer INS India shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the contractor's employees performing duties under this contract.

29. 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 Commanding Officer INS India or any staff of Indian Navy shall not be a party to any dispute arising out of such deployment by the contractor.

30. The manpower deployed by the contractor under this contract shall be the employee of the contractor and he will remain the principal employer. In no circumstance shall ever have any claim of employment with the Commanding Officer INS India.

31. **Uniform and Personal Appearance.** The contract labourers deployed by the contractor shall be in distinct/neat uniform with smartly turn out and male members neatly shaved/trimmed beard/ moustache, smart haircut and female labourers with neatly made hairs. No religious ceremonies/ display of outward religious sign shall be permitted within the premises of URC, INS India nor will any religious ritual/ceremonies will be permitted within the URC premises. Two sets of uniforms with one pair of shoes and one woolen jersey in winter are to be provided per annum to maintain neat and hygienic turn out. The colour combination of the uniform will be as decided by the contract operating authority post award of contract. Specification of uniform shall be as follows:-

- (a) Formal design full Sleeves Shirt tugged in with logo of the firm and name tab.
- (b) Formal trouser with belt.
- (c) Black leather shoes with black socks.



*[Handwritten signature]*

- (d) For female labourers - Black shoes with black socks, formal design of Kameez, salwar and duppta and name tab.
- (e) Additionally woolen jersey in winter from the month of November to March.

32. **Responsibility of Payment of Wages as per Section 21 of CLRA – 1970.** The Contractor shall make payment to the contract labourer only through bank transfer into the bank account of the individual labourer employed on monthly basis under the contract. 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 within the period or makes short payment, URC INS India reserves the right to make payment to the contract labourers by deducting from the amount payable to the contractor under any contract or as debt payable by the contractor.

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

(a) The registers and records that will be maintained by Unit Run Canteen INS India is register of Contractors on Form III and Form XII of CLRA – 1970 by Contractor's supervisor in URC, India which shall be put up to Canteen manager daily.

(b) The registers and records that will be maintained by contractor are as follows:-

- (i) Register of persons employed on Form XIII of CLRA-1970.
- (ii) Employed Card on Form XIV within three days of employment of each personnel.
- (iii) Service certificate on Form XV is to be issued to every personnel on termination of employment for any reason.
- (iv) Form of Register of Wages-cum-Muster Roll as per Form XVIII of CLRA-1970. The same will be countersigned by Officer-in-Charge or an officer appointed by him on the day the wages is paid in the presence of the representative of the Principal Employer.
- (v) Wage slip as per Form XIX of CLRA-1970, which will be issued to each personnel on the day the wages is paid through direct transfer in the individual labourer's bank account and a copy of such payment is submitted to representative of the buyer.

34. **Security of Information.** The URC is located within the defence establishment where information of classified nature is handled. Any act of labourer employed by contractor in URC found involved in following activities will be evicted from the premises forthwith in addition to initiation of other criminal proceeding i.a.w Official Secret Act:-

- (a) In possession or acquire any other information about the establishment or other classified information in the form of data, photography, and communication and in print form.



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(b) Visiting areas of INS India other than URC premises which are prohibited. Such prohibited areas will be communicated to the contractor on award of contract.

(c) Collecting information about defence personnel visiting the URC in terms of service no., unit, location, mobile no., place of residence or any other information which has implication on the overall security.

35. **Security of Stores**. During the services of contractor, the labourers employed by him may have access to CSD stores and Canteen Smart Cards. The following acts of contract labourers employed by contractor will invite civil and criminal proceeding:-

(a) Misuse of Canteen Smart Card either in connivance with the beneficiary or otherwise or cause misuse use of smart whilst performing the services at URC.

(b) Stealing/pilferage of CSD stores of URC.

(c) Misappropriation of cash received in lieu of CSD stores or smart Card Fee.

36. **Warning Clause**. In case any complaint is received from 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 contract will be forfeited.



**PART V – Other Details**

1. Consignee Address - The Commanding Officer  
INS India, 'C' Block  
Defence Offices Complex  
Africa Avenue, New Delhi – 110023

2. **TESTIMONIAL AND SIGNATURES** – The authorized representative of the Contractor should be shown to have been so authorized by the Resolution of the Board of Directors of the Company of the Contractor or duly authorized by the Memorandum/Articles of Association of the company along with supporting documents for the same.

3. **LEGAL ADDRESSES OF THE CONTRACTING PARTIES**

**SELLER**

**BUYER**

Signature of Seller

Signature of Buyer

M/S \_\_\_\_\_



(MS Bhalothia)  
Commander  
Officer-in-Charge  
for Commanding Officer  
INS India, 'C' Block  
Defence Offices Complex  
Africa Avenue,  
New Delhi – 110023





**PART VI – EVALUATION CRITERIA & PRICE BID ISSUES**

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

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

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

(c) The Lowest Bid will be decided upon the overall lowest price quoted by the Particular Bidder as per the Commercial-Bid format given at Annexure II to this tender enquiry/RFP. All columns of the Commercial Bids shall be filled in by the bidder and no column should be left blank failing which his bid will be rejected. The Commercial Bid is to be in printed and repeat not in hand written. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.

(d) No document is required to be attached with the 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 may be avoided. Cutting/alteration made in the tender shall render it invalid. The Commanding Officer INS India 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 Buyer.

2. **Service Charges, Materials & Uniforms**

(a) Service charges are to be quoted as a whole amount laborer and supervisor for one month which may include the various components like stationary, Pay bill generation and correspondence for EPF & ESI, Correspondence for maintenance of attendance etc., Maintenance of register and correspondence for labour commissions as per CLRA 1970, Telephone charges, Profit, Rent, Electricity Charges and other overhead expenses.

(b) A Board of officers will fix reasonable service charges for the said contract.

(c) The Board of officers will also fix the reasonable cost of uniform required for the said contract.



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(d) Any bidder quoting service charges below 50% of fixed by the Board appointed by the buyer will be rejected commercially.

(e) The reasonable service charges fixed by Board will be announced at the time of opening of commercial bid.


(f) The tenders of the firms quoting unreasonably low service charges, cost of uniforms and standard statutory components issued by Delhi Govt. will not be entertained and may be delisted from the given range of the services.

(g) The L1 firm will be the lowest acceptable quote other than those disqualified vide para (b) to (f) above.

3. **Commercial Bid.** The Commercial Bid Format is given at Annexure is required to be filled up correctly with full details on their firm's letter head and submit as Commercial bids.

Thanking you,



  
(MS Bhalothia)  
Commander  
Officer-in-Charge  
for Commanding Officer



**TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

**Supply of services of contractor through hired labourers for CSD store handling and disbursement of CSD store to beneficiaries at Unit Run Canteen, INS India.**

1. All the pages of duly stamped copy of RFP collected from buyer's office to be signed and stamped and attached with the technical bid.
2. Copy of Service Provider Company/Firm/Agency registered with the appropriate registration authority to be attached:
3. TIN number (Attach certificate) :
4. GST number (Attach certificate):
5. Bank address with NEFT Account (Attach certificate):
6. Complete Postal :
7. e-mail address of their office including
8. Mob no:
9. Landline no:
10. Fax no.:
11. Service Tax Registration No. (Attach certificate)
12. E.S.I. Registration No. (Attach certificate)
13. Employee Provident Fund Registration No. (Attach certificate)
14. Attach of Income tax Return for last three years.
15. Documents showing having completed one year of regular service worth Rs. 1 Crore in any reputed organisation.
16. Attach details of the major similar contracts handled by the tendering Company/Firm/Agency on behalf of PSUs and Government Departments or private institution during the last two years.
17. Affidavit worth Rs.100/- stating that the agency is / has not been black listed by Centre / State Government / PSU.



18. Customer's satisfaction certificate, issued by at least one Central Govt./State Govt./PS or any other private Institutes where vendor has provided services.
19. Copy of showing having completed 3 years of such regular service worth 15 Crores. Certified document in support of financial turnover of the Company/Firm/Agency
20. The Service Provider Company/Firm/Agency must have average turnover of Rs. 5 Crores per annum during the last three financial years.
21. Attach List of at least 02 Skilled (Supervisor), 10 Semi-Skilled, and 10 Unskilled having work experience in CSD Unit Run Canteen for at least 02 years.
22. Attach Police verification, not more than one year old, of all labourers attached with the bid to be submitted. A fresh police verification of labourers permitted to be employed for services are to be submitted within one month of awarding the contract.
23. Attach Bank statement of last two years (FY 2020-21 and 2021-22) indicating details of payments to labourers to be forwarded.
24. Attach Service Provider Company/Firm/Agency at least three year's experience in providing services to CSD Unit Run Canteen.
25. Attach Affidavit worth Rs 100/- stating that the firm has not been blacklisted by any Central/State Govt/ PSU or private institution. The Service Provider Company/Firm/Agency shall submit affidavit stating that the agency has not been black listed by the Central Government / State Government / any PSU.
26. Attach Customer satisfaction certificates issued by at least one Central/State Govt/ PSUs/ Institution run from Non Public Funds.
27. Attach Earnest Money Deposit (EMD) for amount of **Rs. 117000/- (Rupees One lakh Seventeen Thousand only)** along with their **commercial** bids. The EMD to be submitted in favour of the "**Commanding Officer, INS India**" New Delhi



**DECLARATION****(To be printed on the letter head of the Company/Firm/Agency)**

1. I, ----- Son / Daughter / Wife of Shri-----  
Proprietor/Director/Authorized signatory of -----the  
Company/Firm/Agency, mentioned above, is competent to sign this declaration and execute  
this tender document.
  
2. I have carefully read and understood all the terms and conditions of the RFP and have  
signed all pages of copy of duly stamped RFP collected from the office of Buyer and  
undertake to abide to all clauses of the RFP. Signed copy of RFP is attached with commercial  
bid.
  
3. The information/ documents furnished along with the above application are true and  
authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that  
furnishing of any false information/ fabricated document would lead to rejection of my tender  
at any stage besides liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

SEAL

Date: Place:

**COMMERCIAL BID**

(To be enclosed in a separate sealed envelope)

**Supply of services of contractor through hired labourers for CSD store handling and disbursement of CSD store to beneficiaries at Unit Run Canteen, INS India.**

1. Name of tendering Service Provider Company/ Firm/ Agency:
2. Rate quoted should not be less than the minimum wages as applicable in the Minimum Wages Act, 1948 applicable in NCT of Delhi & other relevant by Laws applicable (plus all statutory liabilities, taxes, levies, cess etc.)
3. THERE SHOULD BE ONLY ONE PRICE TO DECIDE THE L-1 VENDOR. HOWEVER THERE WOULD BE A DETAILED BREAK-UP OF REACHING THAT PRICE (exclusive of taxes).

Signature of authorized person

Full Name:

Seal: Date: -----

Place: -----

Note No.1:- The rates quoted by the tendering Company/Firm/Agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.

Note No. 2:-The payment shall be made on conclusion of the calendar month only on the basis of duties performed by each person during the month

**FORMAT FOR COMMERCIAL BID**

1. Consolidated charges including service taxes, levies etc. on monthly basis for Canteen Support Services at URC INS India.

SL	Description	Wage Rate skilled	Wage Rate Semi-skilled	Wage Rate unskilled
(a)	Basic plus Variable Dearness Allowance (VDA)			
(b)	EPF+EDLI+ Administrative charges @ xxx on SI (a)			
(c)	Bonus @ xxx% on SI (a)			
(d)	ESI @ xxx% on SI (a)			
(e)	Sub Total of SI. (a) to (d)			
(f)	Service Charge@ _____ % on SI.(e)			
(g)	Sub Total of sum [(e) to (f)]			
(h)	GST on SI (g)			
(j)	Total Billing Amount for 01 labour (skilled) 01 labour (Semi skilled) and 01 labour (unskilled) for one day {SI (g) + SI (h)}			
(k)	Total Billing Amount for 01 labour (skilled) 01 labour (Semi skilled) and 01 labour (unskilled) for one month			
(l)	Total Billing Amount for 01 labour (skilled) 08 labour (Semi skilled) and 05 labour (unskilled) for one month			
(m)	Total Billing Amount for 01 labour (skilled) 08 labour (Semi skilled) and 05 labour (unskilled) for one day for 12 months			
(n)	Uniforms 02 pairs with one pair of shoes and 01 woollen jersey for 21 labourers			
(p)	<b>Grand Total</b>			

**Note.** The Minimum wages to be strictly quoted as per the current rates promulgated by Delhi Govt and other statutory components i.e ESI & EPF including EDLI and Admin charges, GST shall be quoted strictly as per prescribed Govt. rates as mentioned above. If there is any discrepancy between the %age quoted as service and the total price the %age quoted will be taken into account.

Office Seal

Signature of the tenderer  
Prop/Partner

Place:

**DETAILS TO BE PRINTED ON ENVELOPE****ENVELOPE NO 1 : TECHNICAL BID****“SUPPLY OF SERVICES OF CONTRACTOR THROUGH HIRED LABOURERS FOR CSD STORE HANDLING AND DISBURSEMENT OF CSD STORES TO BENEFICIARIES AT UNIT RUN CANTEEN, INS INDIA AND ITS EXTENTION COUNTERS”**

To,

The Commanding Officer,  
(For O i/c URC)  
INS India, 'C' Block  
Defence Offices Complex  
Africa Avenue  
New Delhi-110023

1. Name of the Company/Firm/Agency:
2. RFP Reference No. 212/CAN/Services dated ..... Aug 22
3. Telephone No. :
4. Mob. :
5. Email Id :
6. Date of Opening Bid:
7. Details of EMD :

Round Stamp of Company/Firm/Agency



**ENVELOPE NO 2 : COMERCIAL BID****“SUPPLY OF SERVICES OF CONTRACTOR THROUGH HIRED LABOURERS FOR CSD STORE HANDLING AND DISBURSEMENT OF CSD STORES TO BENEFICIARIES AT UNIT RUN CANTEEN, INS INDIA AND ITS EXTENTION COUNTERS”**

To,

**The Commanding Officer,  
(For O i/c URC)  
INS India, 'C' Block  
Defence Offices Complex  
Africa Avenue  
New Delhi-110023**

1. Name of the Company/Firm/Agency:
2. RFP Reference No. 212/CAN/Services dated ..... Aug 22
3. Telephone No. :
4. Mob. :
5. Email Id :

Round Stamp of the Company/Firm/Agency

**ENVELOPE NO 3:**

*(TO HAVE BOTH SEALED ENVELOPE OF COMMERCIAL AND TECHNICAL BIDS)*

**“SUPPLY OF SERVICES OF CONTRACTOR THROUGH HIRED LABOURERS FOR CSD STORE HANDLING AND DISBURSEMENT OF CSD STORES TO BENEFICIARIES AT UNIT RUN CANTEEN, INS INDIA AND ITS EXTENSION COUNTERS”**

To,

**The Commanding Officer,  
(For O i/c URC)  
INS India, 'C' Block  
Defence Offices Complex  
Africa Avenue  
New Delhi-110023**

1. Name of the Company/Firm/Agency:
2. RFP Reference No. 212/CAN/Services dated ..... Aug 22
3. Telephone No. :
4. Mob. :
5. Email Id :
6. Date of Opening Bid:
7. Details of EMD :