

Tele : 23010313

Directorate of Administration
Integrated Headquarters
Ministry of Defence (Navy)
New Delhi - 110011

Tender Enquiry

To

M/s _____

Our Ref.	DA/CM/0579/Data Analyst/IMAC	18 Apr 19
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INVITATION OF QUOTATION FOR HIRING OF 03 JUNIOR & 02 SENIOR DATA ANALYSTS FOR IMAC, GURUGRAM OF INTEGRATED HEADQUARTERS – MINISTRY OF DEFENCE (NAVY)

1. Quotations under **Two-bid System** (Technical-Bid and Commercial-Bid separately) in sealed cover are invited for **HIRING OF 03 JUNIOR & 02 SENIOR DATA ANALYSTS FOR IMAC, GURUGRAM OF INTEGRATED HEADQUARTERS – MINISTRY OF DEFENCE (NAVY)**, for a period of **three years** from the date of signing of contract, extendable for a further period of **two years** (03+02 years) on year to year basis subject to satisfactory performance of the contractor. Detailed Scope of Contract and terms & conditions for supply of Data Analysts (Junior & Senior) are listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below: –

(a) Bids/ queries to be addressed to: **Capt (TS) Admin (Stores), IHQ-MoD(Navy), A- Block Hutments, New Delhi – 110 011**

(b) Postal address for sending the Bids : **Capt (TS) Admin (Stores), Integrated Headquarters-Ministry of Defence (Navy), 'A' Block Hutments, Dara Shukoh Road, New Delhi – 110 011**

(c) Name/ designation of the contact personnel : **Sanjeev Thapa, Capt (TS) Admin(Stores)**

(d) Telephone numbers of the contact personnel : 011-2301 0313, 23010278, 011- 26172085

(e) Fax number : 011 – 2301 4291

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 personnel required, such as the Schedule of Requirements (SOR), Technical Qualifications, Hiring Period and Consignee details.

(c) Part III – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

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

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.



(Sanjeev Thapa)
Capt (TS) Admin (Stores)
Director of Administration (Stores)

Part I – General Information

1. **Last date and time for depositing the Bids.** By 1430 hrs on 21 May 19. The sealed quotation should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of Depositing the Bids.** Sealed quotations should be either dropped in the Tender Box marked as “**DOA**” or sent by registered post at the address given above so as to reach by the due date and time. **EMD, Technical bid & Commercial bid are** to be submitted in a separate envelopes and it should be clearly marked. The separate envelopes of Technical Bid & Commercial Bid is to be put in one big envelope and submitted. **In case, EMD is submitted inside the envelope of Technical bid/ Commercial bid, the bids will be rejected.** Envelope should contain the following:-

- (a) Earnest Money Deposit (EMD)
- (b) Sealed Envelope for Technical Bids
- (c) Sealed Envelope for Commercial Bids

Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/ non-receipt of Bid documents. Bids sent by Fax or E-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids.** At 1500 hrs on 22 May 19.
(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.** ‘A’ Block Reception Office, Opp. South Block Gate, No.8, Dara Shukoh Road, New Delhi – 110011. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of Opening of the Bids.** Office of the Directorate of Administration (Contract Management), IHQ MoD (Navy), PC-12, “A” Block Hutments, Dara Shukoh Road, New Delhi - 110011. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/ technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of any of the participating firm’s representatives.

6. **Two-Bid system.** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant after Technical evaluation is done by the Buyer.

7. **Forwarding of Bids.** Bids should be forwarded by Bidders 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.

8. **Clarifications Regarding Contents of the RFP.** A prospective bidder who requires clarifications regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of submission of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Validity of Bids.** The Bids should remain valid for a period of **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 amount of **Rs. 1,80,000.00 (Rupees One Lakh Eighty Thousand only)** along with their bids. The EMD may be forwarded in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee in favour of "CNS Public Fund A/c (Contingency No.2)" payable at New Delhi 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. **Certificates by Vendor.** It is mandatory for the vendor to fill up the compliance matrix at **Appendix 'A'** to this RFP and submit the same along with the Technical Bid.

15. **Pre-Bid Meeting.** A Pre-bid meeting would be conducted at the office of **Capt (TS) Admin (Stores), IHQ MoD(N),A- Block, Hutments** at **1100 hrs** on **07 May 19**. Queries/ clarifications must be mailed to **dnco@navy.gov.in** on or before **1600 hrs** on **03 May 19**. List of personnel desirous of attending pre-bid meeting (max - 02 reps per firm) along with the following details must be mailed to **dnco@navy.gov.in** by **1000 hrs on 03 May 19:-**

(a) Name, Nationality, Age, Address and Contact Nos.

(b) Any other information relevant to the subject.

PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED

1. **Schedule of Requirements.** The RFP seeks bids from prospective bidders for the supply of **02 Senior Data Analysts and 03 Junior Data Analysts to be deployed in IMAC, Gurgaon of IHQ, MoD(N)** for a period of **three years** from the date of signing of contract/ placement of all personnel at IMAC (whichever is later) and extendable further for a period of **two years (03+02 years)** on year to year basis subject to satisfactory performance of the contractor. The employment of 05 Data Analysts will be based on the recommendation of **DNCO** & control and administration will be administered by DNCO of IHQ, MoD(N), New Delhi.

2. This document outlines the requirements for Data Analysts at Information Management and Analysis Centre (IMAC), Gurugram for analysing merchant traffic data for a period of three years. Maritime Domain information has to be analysed and administered by senior and junior level resident data analysts and requirement is as follows:-

Ser	Item	No. of Personnel	Duration
(a)	Senior Data Analysts	02	For three years
(b)	Junior Data Analysts	03	For three years

3. **Scope of the Contract.** The contractor shall provide services of **03 Junior & 02 Senior Data Analysts** for IMAC, Gurugram of Integrated Headquarters located at Gurugram as per the minimum wages mentioned in contract agreement. Detailed scope of work required to be carried out as per **Para 1 above** of this RFP.

4. **Technical Qualifications.**

(a) **Specifications.** The complete aforesaid personnel are to be provided by the firm who shall be responsible for their management as a single point solution provider and the sole prime contractor. The firm is to provide Indian nationals as Data Analysts to the *IN* to be positioned at Information Management and Analysis Centre (IMAC), Gurugram. **The firm should be able to provide the service for a period of three years.**

(b) **Junior Data Analysts.** The work of junior data analysts would primarily comprise following major activities:-

(i) Data analysis of merchant traffic information available at IMAC, Gurugram under the supervision of Senior Data Analyst.

(ii) Online and offline monitoring of merchant traffic with specific focus on the Vessels of Interests as decided by the Indian Navy.

(iii) Generation and reporting of alerts to Senior Data Analyst based on anomalies detected by the software installed at IMAC, Gurugram.

(iv) Provide inputs for periodic reports on maritime incidents/ accidents through Senior Data Analyst. Provide additional inputs for customised report generation from time to time on as required basis.

(v) Provide inputs for generation of response to queries on maritime domain received from external agencies through Senior Data Analyst.

(vi) Record keeping of all anomalies detected, periodic reports and responses to queries.

(vii) Purging of logs and taking data backups at regular intervals in coordination with Senior Data Analyst.

(viii) Downloading, testing and installation of software patches on maritime traffic data analysis tool received from OEM.

(ix) Updation of all security and OS patches on the client PCs as directed by Director, IMAC.

(x) Assist Senior Analysts in preparation for visits by delegates organised at IMAC, Gurugram.

(c) **Senior Data Analysts.** The work of senior data analysts would primarily comprise following major activities:-

(i) In depth data analysis of merchant traffic information available at IMAC, Gurugram under the supervision of Director, IMAC.

(ii) Scrutinise the alerts generated by junior data analyst based on anomalies detected by the software installed at IMAC, Gurugram. Discard the false alerts and continue investigation of genuine alerts under supervision of Director, IMAC.

(iii) Generation of periodic reports on maritime incidents/ accidents with online/ offline inputs through Director, IMAC. Additional customised report generation from time to time on as required basis.

(iv) Generation of response to queries on maritime domain received from external agencies through Director, IMAC.

(v) Management of existing maritime domain infrastructure at IMAC, Gurugram for optimal performance.

(vi) Coordinate activities of Junior Analysts for seamless information flow during change of duty personnel.

(vii) Purging of logs and taking data backups at regular intervals in coordination with Director, IMAC.

- (viii) Updation of software patches on maritime traffic data analysis tool received from OEM.
- (ix) Maintain records of downtime of the analytic tool and take steps to resolve issues through OEM's assistance.
- (x) Installation of any additional software (proprietary) provided by Indian Navy.
- (xi) Ensure timely updation of all security and OS patches on the client PCs as directed by Director, IMAC.
- (xii) Promulgate duty roster of junior analysts on Sundays/ holidays. Additionally, promulgate 08 hours shift based duty roster of junior analysts in case of 24x7 manning on orders of Director, IMAC.
- (xiii) Assist Director, IMAC in preparation for visits of delegates organised at IMAC.
- (xiv) Regulate leave requirements of the junior analysts in consultation with Director, IMAC.

(d) **Technical Qualifications with Parameters.**

- (i) The data analysts should be capable of undertaking big data analytics of vessels plying in the Indian Ocean Region and all major sea routes/ water bodies of the world.
- (ii) **Education.** The data analysts should have the following education qualifications:-

Ser	Data Analyst	Qualification
(aa)	Junior	B. Tech in Computers/ Electronics/ Electrical/ Instrumentation/ Mechanical or Graduate in Statistics/ Mathematics
(ab)	Senior	B. Tech in Computers/ Electronics/ Electrical/ Instrumentation/ Mechanical or Post Graduate in Statistics/ Mathematics

- (iii) **Experience.** The data analysts with experience in the maritime domain would be given preference. The data analysts to have the following minimum experience in maritime domain or commercial field:-

Ser	Data Analyst	Maritime Domain (in Years)	Commercial Field (in Years)
(aa)	Junior	01	03
(ab)	Senior	02-03	04-07

(iv) **Coding Proficiency.** The data analysts should be proficient in R or Python coding language.

(v) **Tool Expertise.** The data analysts should have expertise on the following tools:-

Ser	Data Analyst	Tool Expertise
(aa)	Junior	Excel, Tableau/ Power BI and MS Office
(ab)	Senior	Excel, Tableau/ Power BI, SQL, Hadoop, Apache Spark, ELK Stack, Cloud Computing and MS Office

(vi) **Analytics Training.** The data analysts should be trained on the following:-

Ser	Data Analyst	Tool Expertise
(aa)	Junior	Foundation level certificate in maritime data analytics (minimum 3 months course)
(ab)	Senior	Expert level certificate in maritime data analytics (minimum 6 months course)

(vii) **Language Proficiency.** The data analysts should have good oral and written communication skills in English. The senior data analyst should be capable of generating reports based on the analysis of data.

(viii) **Managerial Skills.** The senior data analysts should have good managerial skills for coordinating the activities of the junior analysts.

(e) **Terms of Engagement.** The analysts would be operating at IMAC, Gurugram and would function from the designated office space. They would also be following the daily routines and other code of conduct as applicable to other civilian staff in the Navy. The normal working hours would be from 0830-1730 hrs every day. Weekly off would be provided to the personnel with the condition that all five personnel are present on two days of the week and at least four are available on the balance five days (provided no analyst is on leave). There may be certain occasions where due to exigencies, the analysts may be required to work beyond the stipulated hours and continue to analyse data 24x7 under the supervision of Director, IMAC. The junior analysts would then require to undertake 08 hours shifts post stipulated working hours, coordinated by Senior Analyst on orders from Director, IMAC. The terms of engagement for services of data analysts are as follows:-

Ser	Terms	Details
(i)	Duration of Engagement	03 years
(ii)	Place of Work	IMAC, Gurugram
(iii)	Leave	20 days per year. The analysts would be admissible to proceed on leave with approval of Director, IMAC provided atleast four are available for duties at IMAC. Concurrent leave to more than one analyst would require special approval of Director, IMAC. The duration of leave at any given time should not exceed 14 days at a stretch. Leave is not to be treated as a matter of right and will be subject to the requirement of the Director, IMAC.
(iv)	Nature of Duty	Regular as well as shift based for 08 hours daily excluding the meal timings/ breaks.
(v)	Accommodation	To be provided by the firm.
(vi)	Sustenance Allowance	To be provided by the firm.

(f) **Security Clearance.** The firm is to ensure suitable security clearance and authentication of the personnel being provided. The firm must forward Office and Residential address of all analysts deputed to Indian Navy. Liability of the Indian Navy would be restricted to clearance of personnel by interview and provision of security passes on production of following requisite documents:-

- (i) Latest Police Verification/ Passport Photocopy.
- (ii) Latest colour passport size photographs (04 nos).
- (iii) Appointment letter on firm's letter head.
- (iv) Company Identity card.
- (v) Address Proof (Voter ID/ Ration Card/ Driving License/ Aadhaar Card).

(g) **Suitability.** The firm is to send list of shortlisted candidates for interview within 10 days of signing of the contract. All shortlisted personnel would be interviewed (Onsite/ Telephonic) by the Navy at IHQ MoD (N)/ DNCO prior to acceptance. The contract would commence from date of acceptance of all personnel and placement at IMAC, Gurugram. The Navy reserves the right to reject any or all of the personnel. The suitability of the analysts will be determined by the *IN* prior to commencement of work as also on the job during the first 14 days of employment.

(h) **Unsatisfactory Performance.** If any data analyst is found to be unsatisfactory, the buyer would forward a written/ email/ fax correspondence to

the firm for replacement of the analyst. The analyst would have to be replaced **within seven days** of the complaint raised by the buyer. Any delay (in number of days) in deputing of suitable relief analyst would lead to extension of the contract by the number of days the delay is recorded. For delay more than one week in positioning of relief analyst, in addition to extension of the contract by the number of days recorded, Liquidated Damages will also be imposed in addition, to be adjusted in the quarterly bill payable. An overlap of atleast 48 hours is to be maintained for handing/ taking over of tasks between the two analysts in this case.

(j) **Continuity of Services.** Continuity of data analysts is to be maintained at all times. In case of unavoidable situations, when an analyst is to be replaced by the firm or the analyst himself wants to quit, **one month** notice is to be provided by the firm. A minimum period of one month overlap is mandatory between the incoming and the outgoing analysts for handing/ taking over of tasks. Any delay in overlap period will result in extension of the contract period by the same number of days.

(k) **Satisfaction of both Parties.** The 'Seller' is to provide the services of data analysts as set forth in this RFP to the full and complete satisfaction of the customer, i.e. IHQ MoD (N)/ DNCO.

(l) **Non-Disclosure Clause.** The selected personnel would be following code of conduct as applicable to other civilian staff in the Navy. A statement indicating that the firm and the personnel selected agree to comply with all applicable laws and Navy policies with respect to preserving confidentiality of information to which they may have access and that they will not disclose in any way the information or the existence of the information and that in the event any person seeks to access protected and confidential data or information, that such access shall be through the Navy, and that the firm shall only retrieve such data or information as identified by the Navy or as otherwise required by Law or regulation. The non-disclosure clause would continue to remain in force even after the end of the contracted period. A statement indicating that any information acquired by the firm/ selected personnel in the course of the contract/ agreement cannot be used for the firm's own purposes or divulged to others. The firm and the selected personnel agree that the Indian Navy can initiate legal action against them for their negligence or failure to abide by terms of the contract.

5. **Vendor Qualification Criteria.** The vendor qualification would be based on following criteria:-

(a) **QR's for Prospective Bidders** The QRs which need to be complied with the Technical bid and will form part of Technical Evaluation is as follows: -

(i) Should have executed similar contracts for supply of services of **Data Analysts/ Technical Assistant** to any GOI Department or any State Govt. Department in the last three years. (Documentary proof to be attached). The bidder should enclose copy of the work order indicating both the value of the project with breakdown of the project into different

categories and the value of consultancy services provided against each. The bidder should provide details of past projects undertaken in last three years in the format given below:-

Ser	Name of the assignment, name of the client & location	Date of Award and date of completion (Attach completion certificate)	Contract value	Brief Description of Scope	Documents attached & support of work done
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(ii) Should have an annual turnover of **Rs 50 Lakh**. (Documentary proof to be attached)

(iii) Should comply with all the provisions laid down in various Laws/ Acts related to this service/contract, Schedule of Requirements above in case the Contract is awarded to the firm.

(iv) Should not have any criminal background.

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

(a) The bidder must have successfully completed/ executed at least one similar contract for supply of Technical Assistants/ Data Analysts in last three years from the date of issue of this RFP/ tender enquiry with any Govt. organization/ PSUs for an annual value of contract not less than **Rs. 20 Lakh** during the last three financial years i.e. **FY 2016-17, 2017-18 and FY 2018-19**.

(b) Should have an annual turnover of **Rs. 50 Lakh** in last three years (Documentary proof to be attached)

(c) As documentary evidence of the eligibility criteria, copies of contracts/ supply orders alongwith satisfactory contract/ order execution report(s) issued by the concerned organization should be enclosed by the bidder with the Technical-Bid.

(d) Firm should have the following certificates/ documents valid as on date of issue of this tender enquiry:-

(i) **ESI Registration Certificate**. The bidder should be registered under the Indian Companies Act and should be in existence for not less than preceding 5 years. Attested copies of ESI Certificate alongwith latest receipt of premium paid should be attached failing which the certificate/ receipt will be considered invalid.

8

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

(iv) Firm should have valid PAN Card in the name of firm or in the name of proprietor of the firm in case of proprietary firm (copy to be enclosed).

(vi) Balance sheet and Profit and Loss Statement for the last three years duly certified by CA are to be attached.

(vii) Attested copy of Last Income Tax return to be attached.

(viii) Undertaking that no criminal cases are pending against the proprietor/ firm/ directors relating to previous service contracts. Bidder or its promoters or its sister concerns or its group companies should not be involved in any prosecution for financial fraud/ irregularities or suppression of facts/ incorrect reporting of IS review/ audit findings. Bidder is not involved in any legal case that may affect the solvency/ existence of the firm or in any other way affect Bidder's capability to provide/ continue the services to Indian Navy. The company should not be a blacklisted company by any Govt. agency in India.

(ix) Undertaking that technical person to be deployed for providing the services will have valid police verification report/ clearance.

(x) Firm should have registered office in **Delhi/ NCR.**

(e) Bidder should be familiar with critical naval technologies like data fusion, spatio-temporal synchronisation, GIS, naval sensor integration and net-centric operations. Bidder should have expertise in maritime sensors such as AIS, Radars, Electro-optic sensors and maritime data sources

(f) The firm should have suitable degree/ certificate course of duration not less than six months from a reputed University in Data Analytics of maritime domain.

7. **Effective Date of Contract.** The contract shall come into effect on the date of signature of both the parties/ placement of all personnel at IMAC (whichever is later) and shall remain valid until the completion of the obligation of the parties under the contract. The deliveries, supplies and performance of the services shall commence from the effective date of the contract/ placement of all personnel at IMAC (whichever is later).

8. **Two Bid System.** Bidders are required to furnish clause by clause compliance of specifications/ qualifications bringing out clearly the deviation from specification, if any. The bidders are advised to submit the compliance statement in the following format along with Technical Bid:-

Para of RFP specifications item-wise	Specification of services offered	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous

9. **Delivery Period.** The data analysts must be positioned at IMAC, Gurugram within **One month** from the effective date of contract. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

10. **Consignee details.**
The Principal Director
Directorate of Net Centric Operations
Room 5E, Wing 5, West Block IV
RK Puram Sector I
New Delhi – 110066

11. **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.

12. **Contract Operating Authority.** The contract for **DNCO**, IHQ of MoD (Navy), New Delhi, once finalized, will be operated by **DNCO**, Integrated Headquarters – Ministry of Defence (Navy), New Delhi through its designated officers.

13. It must be noted that CONSORTIUM approach is not acceptable.

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. 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 parties on the contract/ placement of all personnel at IMAC (whichever is later) except when some other effective date is mutually agreed to and specifically indicated/ provided in the contract. The deliveries and supplies and performance of the services shall commence from the effective date of contract/ placement of all personnel at IMAC (whichever is later).

3. **Arbitration.** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).

4. **Penalty for use of Undue Influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. 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 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 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 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. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the services is delayed for causes not attributable to Force Majeure for more than **two (02) months** after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The Buyer has noticed that the Seller has utilised the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/ company etc.
- (e) As per decision of the Arbitration Tribunal.

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

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

11. **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.

12. **Taxes and Duties**.

(a) **In respect of Foreign Bidders**. NA

(b) **In respect of Indigenous bidders**. All taxes and duties are to be paid at actuals at the rates notified by the government, as applicable. In case govt. taxes and levies applicable is not mentioned specifically/ separately in the quote, the rate quoted by the firm will be considered 'All inclusive' and the seller/ contractor shall have no right to claim for the same.

(c) Any change in any duty/ tax upward/ downward as a result of any statutory variation in various duties taking place within supply order terms shall be allowed to the extent of actual quantum of such duty/ tax paid by the supplier. Similarly, in case of downward revision on any duty/ tax, the actual quantum of reduction of such duty/ tax relief, exemption, relaxation, concession etc. if any obtained by the seller.

(d) **Input Tax Credit/Anti Profiteering Clause**. The seller confirms that any decrease in the total costs due to changes in the tax structure after implementation of **GST** or due to benefit of input Tax Credit during the period of the contract, will be passed to the buyer.



Part IV – Special Conditions of RFP

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

1. **Performance Guarantee.** 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% (ten percent) of the contract value within 30 days of receipt of the confirmed order.** Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Liquidated Damages.** In the event of the Seller's failure to deliver the services by the date specified in the contract, the Buyer may deduct from the Seller as liquidated damages the sum of 0.5 % of the contract price of the undelivered services for delay of each week or part of week and the Seller shall submit the documents after deduction of the liquidated damages subject to a maximum of 10% of the contract price of the undelivered goods. But if the delay is on account of any cause, which the Seller promptly notifies to the Buyer and the Buyer admits as a reasonable ground for extending the time for delivery, no liquidated damages will be leviable during the additional time thus agreed to by the Buyer.

3. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity of the items/ services in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

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, Buyer reserves the right to 10% plus/minus increase or decrease the quantity of the required goods/ services up to that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

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

- (a) Quarterly payments in equal instalments on submission of User Satisfactory certificate by Director, IMAC through DNCO at IHQ MoD (N).

(b) Number of working hours to be shown separately in the invoice and countersigned by Director, IMAC.

(c) **Quarterly payment will be made against following documents.** The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:-

- (i) Ink-signed copy of contingent bill/ Seller's bill.
- (ii) Ink-signed copy of Commercial invoice/ Seller's bill.
- (iii) Copy of Supply Order/ Contract with ID number and date of IFA's concurrence, where required under delegation of powers.
- (iv) CRVs in duplicate.
- (v) Performance Bank guarantee/ Indemnity bond (where applicable).
- (vi) DP extension letter with CFA's sanction, ID number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD (where applicable).
- (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 supply order/contract).
- (viii) Any other document/ certificate that may be provided for in the Supply Order/ Contract (where applicable).
- (ix) User Acceptance - Certificate from the Director, IMAC and PDNCO/Rep at IHQ MoD (N) (where applicable).
- (x) Photocopy of PBG (where applicable).
- (xi) Bank guarantee for advance, if any (where applicable).

(d) **Methodology of Payment to Data Analysts.**

- (i) The successful bidder will be responsible for maintaining the FORM XVIII of CLRA-1970.
- (ii) Form XVIII for payment of monthly wages will be attested as follows by representative of **PDNCO** – "Payment made in my presence on this day ____ (Date) of ____ (Month and Year), wages for the month of _____".
- (iii) The payment of statutory charges GST etc., will made to the contractor in arrears on actual after submission of documentary evidence by the Contractor to the effect that these charges have been deposited

with the concerned Govt. Authorities after applying the recovery of damages on default/late payments of contributions i.a.w. Section 14 (Second amendment) 2008 of EPF Act or as applicable.

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

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

7. **Paying Authority**.

(a) **Dy Controller of Defence Accounts (Navy), Project Sea Bird, West Block-V, RK Puram, New Delhi - 66.**

The payment of bills will be made within 45 days of the submission of bill, subject to the correctness of bill on submission of the documents, whichever applicable, by the Seller to the Paying Authority as per para 5 above.

8. **Fall Clause**. NA

9. **Risk & Expense Clause**. NA

10. **Force Majeure Clause**. NA

11. **OEM Certificate**. NA

12. **Export License**. NA

13. **Packing and Marking**. NA

14. **Quality**. NA

15. **Inspection Authority**. All shortlisted personnel would be interviewed (Onsite/ Telephonic) by the Navy at IHQ MoD (N)/ DNCO prior to acceptance. The suitability of the analysts will be determined by the *IN* prior to commencement of work as also on the job during the first 14 days of employment.

16. **Claims**. NA

17. **Product Support**. NA

18. **Buy-Back Offer (where applicable)**. NA

19. **Transportation**. NA

20. **Warranty**. NA as no stores being procured

21. **Annual Maintenance Contract (AMC) Clause (where applicable)**. NA

Statutory Conditions of the Contract
(Applicable In Case of Successful Bidder)

1. **Minimum wages**. The contractor should ensure payment of existing minimum wages as per contract agreement the Junior Data Analysts and Senior Data Analysts deployed by him. Non-adherence to the Minimum Wages Act, 1948 will result in cancellation of the contract, forfeiting of PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed contract as per contract agreement.
2. **GST/Service Tax**. The amount of GST shall be quoted strictly as per prescribed Govt. rates. ~~However 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.~~
3. 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.
4. The Contractor shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986.
5. The Contractor shall pay to the technical staff 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.
6. It shall be the responsibility of the Contractor to issue employment card to each Technical Product Development Specialists & Technical Assistant 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.
9. The Contractor agrees to indemnify the IHQ MoD(Navy) against all claims for compensation by or on behalf of 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).
10. **Police Verification**: At all times, the contractor will be responsible to ensure that Junior Data Analysts and Senior Data Analysts engaged by him are security cleared by Police Station of their residing area. Police verification is to be submitted within 15 days of selection of the personnel. 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.
11. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. DNCO/Directorate of Administration, IHQ MOD (Navy) 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.

12. 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 Integrated Headquarters of Ministry of Defence (Navy) shall not be a party to any dispute arising out of such deployment by the contractor.

13. The manpower deployed by the contractor under this contract shall be the employee of the contractor and in no circumstance shall ever have any claim of employment with the Integrated Headquarters of Ministry of Defence (Navy).

14. The Contractor shall also abide that no extra payment from the the contractual employees on the pretext of getting a job will be made or no such demand shall be made by the contractor from the employees for the execution of the said contract. In case such breach comes to the notice of this office, the contract will be terminated with immediate effect, PBG will be forfeited and the firm will be blacklisted for all future tenders.

15. The contractor shall fix the wage period not exceeding one month to make payment to the technical staff employed by him and shall ensure payment before expiry of the 10th day after the last of the wage period.

16. DNCO/IHQ MoD(Navy) 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. The bill for the services of Junior Data Analysts and Senior Data Analysts should be furnished along with the copy of wages/payment roll countersigned by the authorized rep of DNCO/IHQ MoD (Navy).

17. 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 Integrated Headquarters of Ministry of Defence(Navy) shall not be a party to any dispute arising out of such deployment by the contractor.

18. **Registers and Other Records to be maintained, Section 29 of CLRA 1970**

(a) The registers and records that will be maintained by Indian Navy is as follows:-

(i) Register of Contracts on Form III and Form XII of CLRA-1970 by **DNCO/IHQ, MoD(N)**.

(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) 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 of employment for any reason.

(iv) Form of Register of Wages-Cum-Muster Roll as per Form XVII of CLRA-1970. The same will be countersigned by **DNCO/IHQ MoD(N)** 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 worker on the day the wages is paid in the presence of the representative of the Principal Employer.



Part V – Evaluation Criteria & Price Bid Issues

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

- (a) Only those bids will be evaluated which are 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 services mentioned in the RFP. The compliance of the technical bids would be determined on the basis of parameters specified in the RFP.
- (c) The lowest bid will be decided upon the price quoted by the Bidder as per the Price Format given at Para 6 below.
- (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 words and figures, the amount in words will prevail for calculation of price.
- (e) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items/ services. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.



Appendix 'A'
(Refers to Para 14 of Part I)

COMPLIANCE MATRIX BY THE VENDOR
(It is mandatory to submit this compliance matrix, failing which the Buyer reserves the right to reject the bids submitted)

Ser	Clause	Compliance	Yes/No
1.	Para 7 Part I of RFP. Documentary proof of GST/ TIN/ VAT/ or any other registration by any government organisation mandatory for executing the contract should be enclosed.	Self-attested documentary proof attached	
2.	Para 13 Part I of RFP – EMD In case vendor is registered with DGS&D, NSIC or any other govt organisation, please enclose self-attested copy of valid registration certification	Self-attested documentary proof attached	
3.	Para 4,5&6 Part II of RFP - Confirmation to all technical specifications and requirements	Please specify variations if any clearly in the technical bid	
4.	Acceptance of Standard Conditions of Contract as per DPM – 09	Standard Conditions of Contract as per DPM – 09 have been read and understood in all aspects and acceptable, and there is no objection to including the same in the Contract Agreement.	
5.	Para 5 Part IV of RFP	Acceptance of E-payment and Payment terms	
6.	Para 6 Part II of RFP	Certificate of Incorporation stating registration of firm .	
7.	Para 6(d)(i) Part II of RFP	ESI Registration Certificate	
8.	Para 6(d)(ii) Part II of RFP	EPF Registration Certificate	
9.	Para 6(d)(iii) Part II of RFP	GST Certificate	
10.	Para 6(d)(iv) Part II of RFP	PAN Card	
11.	Para 6(d)(vi) Part II of RFP	Audited balance sheets/Profit& Loss	

Ser	Clause	Compliance	Yes/No
		Statement for last three years showing annual turnover of Rs 50 lakhs.	
12.	Para 6(d)(vii) Part II of RFP	IT Return	
13.	Para 6(d)(viii) Part II of RFP	Undertaking	
14.	Para 6(d)(ix) Part II of RFP	Undertaking	
15.	Para 6(d)(x) Part II of RFP	Address Proof	
16.	Para 6(f) Part II of RFP	Certificate Copy	

Office Stamp

Place: _____

Date: _____

Signature of Bidder

Appendix 'B'

{Refers to Para 6 Part I}

FORMAT FOR COMMERCIAL BID

Price Bid Format (To be used for L-1 determination): The price Bid Format in general is given below and Bidders are required to fill this up correctly with full details, as required under Part-II of RFP for **hiring of 03 Junior and 02 Senior Data Analysts:-**

<u>Ser</u>	<u>Item Description</u>	<u>Qty (A)</u>	<u>Unit Price @ per month</u>	<u>Total Price per Year (Rs.) (B)</u>	<u>Total cost for three years (Rs.) (A X B X 3)</u>
(a)	Senior Analyst	02			
(b)	Junior Analyst	03			

Note: - Determination of L-1 will be done based on total of basic prices (not including taxes) of all items/requirements as mentioned above. GST to be indicated and will be based on the rates notified by the government.



(Signature/ Stamp of Bidder)

Place:-

Date:-

INTEGRATED HEADQUARTERS, MINISTRY OF DEFENCE (NAVY)
DIRECTORATE OF ADMINISTRATION (CONTRACT MANAGEMENT)
A BLOCK HUTMENTS, DARA SHUKOH, NEW DELHI - 110011

Notice Inviting Tender

Bids in sealed covers (Technical Bid & Commercial Bid) are invited for hiring of Services of **03 Junior Data Analysts & 02 Senior Data Analysts for IMAC, Gurugram under DNCO/IHQ MoD(N), New Delhi** for a period of three years. The general information as regard to collection and submission of tender form is as under:-

Srl	Details of Contract	Qty	Duration for Sale of Tenders	Last Date for submission of tender	Date of Tender opening	Date of Pre-Bid Vendor Conference
1.	Contract for hiring of 03 Junior Data Analysts & 02 Senior Data Analysts for IMAC, Gurugram IHQ-MoD (Navy), New Delhi	Details given in tender form	Between 1400 hrs to 1600 hrs from 20 Apr 19 to 21 May 19	21 May 19 (by 1430 hrs.)	22 May 19 (at 1500 hrs.) Tech. Bid.	07 May 19 at 1100 hrs

Earnest Money Deposit Rs. 1,80,000.00 (Rupees One Lakh Eighty Thousand only) by demand draft.

Detailed tender document can be obtained from the Office of DOA(CM) at the above address. Blank tender documents and other details can also be downloaded from the website of www.indiannavy.nic.in. The Demand Drafts/Pay Orders are to be drawn in favour of '**CNS Public Fund A/c (Contingency No. 2)**'. This Tender-Notice is being issued with no financial commitment and Office of DOA(CM) reserves the right to change or vary any part thereof or cancel this tender-notice at any stage.

Capt (TS) Admin (Stores)
Ph. 011-23010263
011-23010313