

**REQUEST FOR PROPOSAL (RFP)**  
**INVITATION OF BIDS FOR HIRING OF SERVICES OF**  
**OFFICE SUPPORT STAFF FOR WESEE**

**OPEN TENDER ENQUIRY**

To,  
Open Tender Enquiry

S&P/210-4/ADM/MNPWR/OSS

08 Mar 19

**REQUEST FOR PROPOSAL (RFP) NO 54 DATED 08 MAR 19**

1. Bids in sealed cover are invited for **Hiring of Services of 12 in nos. Office Support Staff in the 'Matriculate but not Graduate' category of 'Clerical and Supervisory staff' as per the Labour Department of Govt. of NCT, Delhi** for WESEE, New Delhi. Detailed scope of contract and terms and conditions of the contract are listed in Part I to V of this RFP. Please super scribe the above-mentioned Title, RFP number and date of opening of the Bid on the sealed cover to avoid the Bid being declared invalid.

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

- |     |                                       |   |
|-----|---------------------------------------|---|
| (a) | Bids/ queries to be addressed to      | : Director General WESEE,<br>(For HOD (Admin))<br>West Block V, RK Puram,<br>New Delhi – 110066 |
| (b) | Postal address for sending the Bids   | : West Block V, RK Puram,<br>New Delhi-66   |
| (c) | Name/designation of contact person    | : Cdr Satish Sura<br>SSM (S&P)  |
| (d) | Telephone No. of contact person       | : 011 – 26167134/ 26104073  |
| (e) | E-mail ids of contact person/ Mob No. | : hodsp-wesee-navy@nic.in   |
| (f) | Fax number                            | : 011 - 26101143  |

3. This RFP is divided into five Parts as detailed below and contains 34 pages: -

(a) **Part I** – Contains general information and instructions for the Bidders or Tenderer about the RFP such as the time, place of submission and opening of tenders, validity period of tenders, etc. The Bidders or Tenderers are hereinafter referred to as **BIDDER** in this RFP.

(b) **Part II** – Contains essential details of the items/services required by Director General, WESEE such as the Schedule of Requirements (SOR), Sets, Delivery Period, Mode of Delivery and Customer details etc. WESEE, the Purchaser/ Buyer/ Customer is hereinafter referred to as **CUSTOMER** in this RFP.



(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 bid evaluation criteria.

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



(Rahul Gupta)  
Lt Commander  
System Manager (S&P)  
for Director General





## Part I – General Information

1. This RFP reference No. is **S&P/210-4/ADM/MNPWR/OSS**
2. **Type of Tender and Bid.** This is an **Open Tender Enquiry** and all firms qualifying as per terms & conditions of this RFP can quote. This is a tender on **SINGLE BID** system wherein all documents including commercial offer, are required to be submitted in a **SINGLE BID/ ENVELOPE** duly marked with RFP Title, RFP number and date of opening of the Bid on sealed cover to avoid the Bid being declared invalid. In case, the submitted bids are not complete in all respect as detailed in this RFP, the bid will be rejected without any notice whatsoever.
3. **Bid Format.** The bid should be submitted in the format placed at **ENCLOSURE I, II and III** in a sealed envelope indicating '**Single Bid**'. All documents, compliance certificates, reports etc. as sought in this RFP are required to be attached with the bid without fail. Bidders are advised to quote the prices keeping the bye-laws in vogue concerning with the present tender. The Customer would have the absolute right to reject the tender without assigning any reason whatsoever.
4. **Validity of Bids.** The Bids should remain valid till **180 DAYS** from the last date of submission of the Bids. Validity of bids should be mentioned in the covering letter.
5. **Clarifications on Contents of RFP.** A prospective Bidder who requires clarification regarding the contents of the RFP shall notify to the Customer in writing about the clarifications sought not later than **07 (Seven)** days prior to the date of submission of the Bids.
6. **Pre-Bid Meeting.** In order to provide opportunity to Bidders seeking any clarification regarding contents of the RFP, a pre-bid meeting will be held at **1500 hrs** on **18 Mar 19** at Logistics Office, WESEE, West Block-V, RK Puram, New Delhi-110066 prior submission of bids by the Bidders. Any firm who could not communicate as per Para 5 above for any clarification may avail this opportunity.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like TIN number, VAT/CST number, GST number, Bank address with NEFT Account details, if applicable, etc. and complete postal & e-mail address of their office.
8. **Submission of Bids.** Sealed Bids should either be dropped in the Tender Box marked as '**WESEE Tender Box**' or sent by registered post at the WESEE address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken by WESEE for any postal delay or non-delivery/ non-receipt of Bid documents in time. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).
9. **Tender Box Location.** The Tender Box of WESEE is located at Reception Gate of West Block V, RK Puram, New Delhi – 110066 clearly marked as '**WESEE Tender Box**'. Only those Bids that are found in the WESEE tender box by the due





date and time will be considered valid for opening. Bids dropped in the wrong Tender Box or any Mail box will be declared invalid.

10. **Last Date/ Time of Bid Submission.** The last date and time for depositing the bids at WESEE is **29 Mar 19** by **1500 Hrs**. The sealed bids should be deposited/reach WESEE by the due date and time, and the responsibility to ensure the same lies with the Bidder.

11. **Time/ Date for opening of bids.** The bids will be opened by the board of officers on **29 Mar 19** at **1530 hrs** in the presence of bidder(s) or their authorised reps, if present at that time. The bid opening will not be postponed due to non-presence of bidders or their representative. 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 Customer.

12. **Place of Bid Opening.** The Bids will be opened at Logistics Office, WESEE, West Block-V, RK Puram, New Delhi-110066. 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, if any, quoted by all Bidders will be read out in the presence of the representatives of the Bidders. This event will not be postponed due to non-presence of any bidder's representative(s).

13. **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 Customer prior to deadline prescribed for submission of bids. A withdrawal notice may be send by fax but it should be followed by a signed confirmation copy to be send by post and such signed confirmation should reach the Customer 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/ EMD.

14. **Clarification on Contents of Bids.** During evaluation and comparison of bids, the Customer may, at its discretion, ask the bidder(s) 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.

15. **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.

16. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs. 1,00, 000/-** (Rupees **One Lakh** only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD should be made in favour of 'The Director General, WESEE and is to

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be 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 whatsoever, after the receipt of Performance Bank Guarantee (PBG) 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), MSME or WESEE. 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 the tender.

17. **Certificate by Bidder.** It is mandatory for the bidder to fill up and forward all documents and compliance matrix placed at **Enclosure I, II and III**, and submit the same along with the Bid failing which the tenders will be treated as invalid.

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## Part II – Essential Details of Items/Services Required

1. The RFP seeks bids from prospective bidders for **Hiring of Services of 12 in nos. Office Support Staff in the 'Matriculate but not Graduate' category of 'Clerical and Supervisory staff' as per the Labour Department of Govt. of NCT, Delhi** to be deployed at WESEE, RK Puram, New Delhi-110066 for a period of 12 months with effect from the date of provisioning of full services as per RFP.

2. Brief schedule of requirement along with qualification criteria of each individual for hiring of services of Office Support Staff is as follows: -

- (a) Matriculate (but not graduate) from a recognised matriculation board.
- (b) Proficient in Clerical & Supervisory duties of officer support, record keeping, upkeep and maintenance of Labs, Work space and affiliated responsibilities.
- (c) Basic day-to-day reading/ writing of English and Hindi.
- (d) Medically fit.
- (e) Honest, hardworking and punctual.
- (f) Good moral character.
- (g) Indian Nationality.
- (h) No criminal record whatsoever.

3. **Effective Date of Contract.** The contract shall come into effect on the date of signature of both the parties (CUSTOMER and CONTRACTOR) on the contract 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.

4. The supply of Office Support Staff will be governed by the provisions of the following Acts/Laws: -

- (a) The Contract Labour (Regulations and Abolition) Act, 1970 (CLRA Act 1970) and as per latest amendments from time to time.
- (b) Payment of Wages Act, 1936 and as per latest amendments from time to time.
- (c) The Minimum Wages Act, 1948 and as per latest amendments from time to time.
- (d) Any Other Act/Law governing contracts of similar nature. It will be the responsibility of Contractor to ensure compliance to all GOI/Delhi Govt. Rules and Regulations in all respect.

5. **Bidders Eligibility Criteria.** Prospective Bidders fulfilling the undermentioned criteria are eligible to submit the tenders.

- (a) Should have executed at least three contracts for *provisioning of manpower services* to any GOI Department or any State Government Department or Autonomous bodies or any PSU or NGO in the last three years from the date of issue of this RFP with an annual value of each contract not less than **Rs. 10 lakhs** or two contracts with an annual value of each contract not less than **Rs. 15 lakhs** or one contract with an annual value of contract





not less than **Rs. 25 lakhs**. Suitable documentary proofs to be attached with the Bids including work completion certificates issued by respective Customers.

(b) At least one currently valid contract for *provisioning of manpower services* to office of any Govt. Department or any State Govt. Department or Autonomous bodies or any PSU or NGO or other similar organisation.

(c) Work done/ Performance Certificates from the clients must be attached duly containing the details of work executed, the date of commencement and the date of completion of work/ contract.

(d) Should have an annual turnover of **minimum Rs. 20 Lakhs**. Documentary proof by authorised CA to be attached with the Bids.

(e) *The bidders, if seeking any relaxation being MSME or otherwise as per present Govt regulations, shall indicate the same in the bid and enclose relevant Govt orders clearly highlighting the quantum of relaxation.*

(f) Should comply with all the provisions laid down in various Laws/ Acts mentioned at Para 5 above and other relevant Laws/ Acts in force or those which may come in force from time-to-time during the period of contract in case Contract is awarded to the firm.

(g) As documentary evidence of the eligibility criteria mentioned in sub para (a) and (b) above, copies of contracts/ supply orders/ other documents along with satisfactory contract/ order execution report(s) issued by the concerned organization **should be enclosed by the bidder with the Bids for evaluation.**

(h) Firm should have the following certificates / documents, if relevant for the subject category of services/ contract, valid as on date of issue of this tender enquiry and copies of the same are to be submitted as part of the Bid failing which the bidder will be disqualified for the tender:-

(i) **ESI Registration Certificate.** Attested copies of ESI Certificate along with latest receipt of premium paid.

(ii) **EPF Registration Certificate.** Attested copies of EPF Registration Certificate along with latest receipt of premium paid.

(iii) **Goods & Service Tax certificate.** Attested copies of Goods & Service Tax Registration Certificate.

(iv) **PAN Card.** Firm should have valid PAN Card in the name of firm or in the name of proprietor of the firm in case of proprietary firm.

(v) **Licence.** Firm should be registered with the Ministry of Labour for hiring of manpower and copy of registration certificate is to be attached with the Bid.



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

(vii) **Income Tax Proof**. Attested copy of last three Income Tax return to be attached.

(viii) **Police Verification**. Undertaking that Office Support Staff to be deployed as manpower will have valid police verification report/ clearance.

(ix) **Registered Office**. Firm should have registered office in **Delhi/ NCR**. Copy of Incorporation certificate shall be submitted along with the bids.

(x) Undertaking by the bidder that no criminal cases are registered/ pending against the proprietor/ firm/ directors relating to any previous service contracts.

(j) The Contractor shall obtain a valid licence 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.

6. **Selection of Candidates**. On award of Contract, the successful bidder/ contractor would be required to make arrangements for at least double the number of candidates proposed to be hired under this Contract for the selection procedure after undertaking basic screening to ensure suitability. The name of the proposed Office Support Staff candidates along with relevant documents are to be forwarded to DG, WESEE within 10 working days. The recommended candidates would undergo an interview. The selected candidates would be positioned at WESEE by the service provider/ contractor within three weeks from the date of award of contract. The final decision for acceptance/selection of any candidate will be by DG, WESEE or an Officer/ Board of Officers appointed by him. Further, if at any time during the contract period, the performance of the selected candidate(s) is found to be unsatisfactory, the successful bidder/ contractor would be required to replace the candidate(s) following the above procedure within 05 working days from the date of intimation.

7. **Bid submission**. The bid/ quotation must be submitted by the bidder under single-bid system which is to be submitted in sealed covers as per formats given in **Encl. I, II and III** respectively. The documents mentioned in para 6 above should be enclosed with the Bid. Bidders are also required to furnish clause-by-clause compliance of eligibility criteria bringing out clearly the deviations from the eligibility criteria, if any. The Bidders are advised to submit proposals fully compliant to the terms and conditions of the RFP failing which the same will be rejected without any notice.

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8. **Attendance System.** Attendance system with presence/ absence and reporting & securing timings of Office Support Staff deployed by Service Provider will be recorded on day-to-day basis. This system at WESEE would form the basis on which the monthly attendance will be computed for the purpose of billing. In an event of any ambiguity regarding attendance/ timings, the entries into the attendance system will be treated as final. It should be responsibility of the Service Provider to ensure that atleast 85% manpower is present on each working day failing which DG, WESEE at his sole discretion may impose a penalty over and above the cost of Manday lost and such deductions will be made from the outstanding payments/ PBG of the Service Provider.

9. **Working Routine.** The Office Support Staff will be required to work as per the routine and working hours of WESEE. If required and work warrants, the Office Support Staff are to work on holidays and Sundays or beyond normal working hours.

10. **Signing of Contract Agreement.** The successful Bidder (Service Provider) will be required to sign a contract agreement with DG, WESEE within 15 days from the date of written intimation to this effect.

11. **Delivery Period.** Delivery period for rendering of service would be ***within three weeks from the date of award of contract*** and the contract will be for 12 months from the date of supply of full services. Please note that Contract can be cancelled unilaterally by the Customer in case services are not rendered within the contracted period. Extension of contracted delivery period will be at the sole discretion of the Customer, with applicability of LD clause. The Service Provider shall provide the Office Support Staff as follows: -

- (a) Candidates for selection within 10 days of signing of contract.
- (b) Obtain police verification for the selected candidates and position them at WESEE within two weeks of intimation of Selection of Candidates. The Service Provider will provide all necessary documents required for obtaining security passes for the selected candidate within 15 days of intimation of Selection of Candidates.
- (c) Provide replacement for a selected candidate within 05 working days including selection by WESEE, if the candidate is not found suitable. The decision of DG, WESEE or an Officer/ Board of Officers nominated by him will be final for replacement of the candidates.

12. **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:-

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

13. **Replacement of Office Support Staff.** Any replacement due to any other reason of an Office Support Staff deployed by the Service Provider should be in knowledge of DG, WESEE through an application/ notice submitted at least 30 days

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before the proposed release date. For such replacement, the contractor shall attach a new staff duly selected by WESEE on the day of release for handing/ taking over the duties. No additional amount/ man month charges shall be admissible for the overlap period of outgoing and incoming office support staff. The decision of DG, WESEE or an officer nominated by him will be final for replacement of the candidates. **Also the contractor shall ensure that unwanted replacement/ change of Office Support Staff within 06 months of employment is avoided.** Further, the Service Provider shall replace the Office Support Staff with-in 24 hrs if the concerned Office Support Staff commits any of the following: -

- (a) Any act of Disobedience or misconduct.
- (b) Negligent performance of duty.
- (c) Any act of dishonesty.
- (d) Indulging in any illegal activity which may jeopardize the interests of the Govt. and/ or Customer.
- (e) Use of alcohol or any other drugs while on duty or in the office premises.

14. **EPF.** Upon award of contract, where applicable, the Service Provider has to ensure complete payment of EPF (Accumulated) to each employee within 01 month of the termination of contract. The execution of paper work should be processed well in advance prior to award of contract to ensure timely rendering of services. If the contractor is found defaulting on the same, the particular firm would be immediately recommended for blacklisting with no further participation in any tendering of the unit/ Navy.

15. **Customer Details.** The customer details are as follows: -

The Director General  
Weapons & Electronics Systems Engineering Establishment (WESEE),  
West Block V,  
RK Puram,  
New Delhi  
Pin - 110 066

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### Part III - Standard Condition of RFP

1. 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/ contractor (i.e. Seller in the Contract) as selected by the Customer/ Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

2. **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.

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 related to the Quality of Service or performance, which cannot be settled amicably, may be resolved through arbitration. In the event of any dispute or difference between the parties hereto, such dispute or differences shall be resolved amicably by mutual consultation, discussions and negotiations. If such resolution is not possible within 30 days of the receipt of the notice by the other party of the existence of such dispute, then the unresolved dispute or difference shall be referred for the sole Arbitration of the Director General, WESEE, New Delhi-110066, or in case of his being unable or unwilling to act as an Arbitrator, to some other person appointed by him. The sole Arbitrator shall have its seat in New Delhi. It shall not be valid objection that the Arbitrator is a government servant and that he had to deal with the matters to which the Contract related, or that in the course of his duties as a Government Servant he had expressed views on all or any of the matters, disputes or differences. The Award of the Arbitrator shall be final and binding on the Parties. The Arbitrator shall be entitled to extend the time of award by consent of the Parties from time to time. The Venue of the Arbitration and the expenses of the Arbitration and the expenses of the Arbitration shall be in the discretion of the Arbitrator, Subject as aforesaid, the Arbitration and Conciliation Act 1996, and the rules made there under and any statutory modification being in force shall be deemed to apply to the Arbitration proceedings under this condition. The parties shall continue to perform their respective obligations under their Contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

4. **Penalty for use of Undue influence.** The bidder/ contractor 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 customer/ 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 afore said undertaking by the bidder/ contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the bidder/ contractor) or the commission of any offers by the bidder/ contractor 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 customer/ buyer to cancel the contract and all or any other contracts with the bidder/ contractor and recover from the bidder/ contractor the amount of any loss arising from such cancellation. A decision of the customer/ buyer

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or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the bidder/ contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such action on behalf of the bidder/ contractor towards any officer/employee of the customer/ buyer or to any other person in a position to influence any officer/employee of the customer/ buyer for showing any favour in relation to this or any other contract, shall render the bidder/ contractor to such liability/ penalty as the customer/ buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Performance Bank Guarantee and refund of the amounts paid by the customer/ buyer.

5. **Agents / Agency Commission**. The bidder/ contractor confirms and declares to the customer/ buyer that the bidder/ contractor 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 bidder/ contractor; 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 bidder/ contractor agrees that if it is established at any time to the satisfaction of the customer/ buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the customer/ buyer that the bidder/ contractor 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 bidder/ contractor will be liable to refund that amount to the customer/ buyer. The bidder/ contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The customer/ buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the bidder/ contractor who shall in such an event be liable to refund all payments made by the customer/ buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The customer/ 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 Customer/ 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 Customer/ 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 Bidder's/ Contractor's failure to submit the Bonds, Guarantees and Documents, supply the Stores/ Goods/ Services and conduct trials, installation of equipment, training, etc. as specified in this contract, the Customer/ Buyer may, at his discretion, withhold any payment until the completion of the contract. The CUSTOMER/ BUYER may also deduct from the CONTRACTOR/ SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/ undelivered stores/ services contracted for every week.

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of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Imposition of Liquidated Damages (LD)**

(a) **Liquidated Damages**. Compensation of loss on account of late delivery where loss is pre-estimated and mutually agreed to is termed as the Liquidated Damage (LD). Law allows recovery of pre-estimated loss, provided such a term is included in the contract. For imposition of LD there is no need to establish actual loss due to late supply. The legal position with regard to claim for liquidated damages is as follows: -

- (i) Whatever the quantum of the loss sustained, the claim cannot exceed the sum stipulated in the contract.
- (ii) Only reasonable sum can be calculated as damages, which in given situation may be less than the sum stipulated.
- (iii) What is a reasonable sum would depend on facts.
- (iv) Court may proceed on the assumption that the sum stipulated reflects the genuine pre-estimates of the parties as to the probable loss and such clause is intended to dispense with proof thereof.
- (v) The distinction between penalty and LD has been abolished by the Indian Contract Act and in every case; the court is not bound to award more than 'reasonable compensation' not exceeding the amount so named.

(b) **Quantum of LD**. As a general rule, if the contractor fails to deliver the stores/ services or any instalment thereof within the Delivery Period or at any time repudiates the contract before expiry of such period, the CFA, without prejudice to the right of the purchaser to any other remedy or breach of contract may recover from the contractor a sum equivalent to 0.5% of the price of any stores/services which the contractor has failed to deliver within the period agreed for delivery in the contract, for each week or part thereof during which the delivery of such stores/services may be in arrears, where delivery thereof is accepted after expiry of the aforesaid period. The total damages shall not exceed value of 10% of undeliverable goods/services. The LD cannot exceed the amount stipulated in the contract.

(c) **Guidelines for Levying LD**. The following guidelines would be followed while taking decision for imposition of LD:-

| Sl. No. | Circumstances   | Quantum of LD  |
|---------|---|--|
| (i)     | Delay in supplies/ services resulted in actual/ demonstrable monetary loss and the Supplier was responsible for the delay | Full LD as per the provisions of paragraph 9, subject to the LD not exceeding 10% of the value of the contract |
| (ii)    | Delay in supplies/ services resulted in actual/ demonstrable monetary loss but  | Full LD for the period for which the Supplier was responsible for  |

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| Sl. No. | Circumstances   | Quantum of LD   |
|---------|---|---|
|         | the Supplier was responsible only for a part of the delay and the remaining part was beyond Supplier's control  | the delay, subject to the LD not exceeding 10% of the value of the contract |
| (iii)   | Delay in supplies/ services resulted in actual/ demonstrable monetary loss but the entire delay was due to circumstances beyond the control of the Supplier | LD may be waived in full  |
| (iv)    | Actual/ demonstrable monetary loss cannot be certified and no inconvenience has been caused   | LD may be waived in full  |

(d) **Waiver of LD.** Liquidated Damages may be waived in full or part, as per the guidelines contained in the preceding paragraph, with the approval of the CFA and the concurrence of the IFA, wherever such concurrence is mandated as per delegation of financial powers. In all such cases, adequate reasons should invariably be recorded for waiving the Liquidated Damages.

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

(a) If the Customer decides to abandon or reduce the scope of Work for any reason whatsoever and hence not require the whole or any part of the service to be rendered, the Customer will give 45 days' notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment or otherwise, whatsoever, on account of any profit or advantage which he might have derived from the service, had it been rendered in full, but which he did not derive in consequence of the foreclosure of whole or part of the service. The Contractor shall however have liability to discharge the obligations under this contract during the period of the notice without any compensation from the Government. During the period of notice both parties are bound to meet their obligations as given in this agreement.

(b) That in the event of breach of any of the terms and conditions of this contract or the work of the Contractor in the opinion of the Customer is found unsatisfactory, or the Contractor becomes insolvent or the Contractor poses any security risk, the Customer shall be at liberty to terminate the contract forthwith and get the services rendered through any other agency at the risk and cost of the Contractor.

(c) In case the Termination is sought by the Customer due to reasons either of non-adherence to timely provisioning of Supply Staff in such numbers and of such qualifications as requested by WESEE or inability of the Contractor, to ensure Services adherence to the specified performance or will full breach of the contract, the Customer has the right to complete the work by any means at the Contractor's Risk & Expense provided that in the event of the cost of completion, as certified by the Contractor, which is final and binding being less than the Contract cost, the advantage shall accrue to the Customer. In case, the Customer completes the work under the provision of the clause, the cost of such completion to be taken into the clause shall include the wages of labour provided by the Government, with an addition

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such percentage to cover superintendence and establishment charges as may be decided by the Customer, whose decision shall be final and binding.

(d) Seller is unable to meet the requirement of Office Support Staff as contracted by this office or fails to deliver the service continually during the period of contract.

(e) Non-payment of monthly wages to Office Support Staff in time i.e. by last working day of the following month and/ or non-payment of EPF dues to the Office Support Staff.

(f) Misbehaviour with any official of this office by contractor or any of his/her employees including Office Support Staff attached to this office.

(g) Non submission of PBG within stipulated time.

(h) The delivery of the services is delayed for causes not attributable to Force Majeure for more than four weeks after the scheduled date of delivery.

(j) The delivery of services is delayed due to causes of Force Majeure by more than 02 months provided Force Majeure clause is included in contract.

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

(l) The Seller is declared bankrupt or becomes insolvent.

(m) As per decision of the Arbitration Tribunal.

11. **Completion of Work on Risk & Cost Basis** For any breach of the Terms and Conditions of the contract, DG, WESEE has the right to terminate the contract in full or part and get the work completed through other sources at the risk & expenses of the Contractor.

12. **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.

13. **Transfer and 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. Further, it must be noted that CONSORTIUM approach is not acceptable for this tender in any form/ manner.

14. **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.

15. **Taxes and Duties**. The rates offered by the Contractors shall be all inclusive and all applicable taxes, levies and other Statutory Obligations shall be included in

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

16. **Input Tax Credit/Anti Profiteering Clause.** Decrease in the total costs to the supplier/ contractor on account of change in the tax structure after the implementation of GST or due to the benefits of input tax credits during the period of the contract will be passed over to the Buyer.

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## Part IV – Special Conditions of RFP

1. 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.

2. **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.) drawn in favour of 'DG, WESEE, New Delhi' for a sum equal to **10%** of the total **contract value** within 30 days of signing of this contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of end of contractual obligations which is applied for two months after completion of contracts. The specimen of PBG is given in Form DPM-15, (Available in MoD website and can be provided on request). At the end of the contract the Contractor shall submit the details of EPF for the whole contract period and the lump-sum amount credited to individuals account on completion of contract for clearance of PBG, failing which the PBG may be forfeited on sole discretion of DG, WESEE.

3. **Option Clause.** This contract has an Option Clause, wherein the Customer/ Buyer can exercise an option to procure an additional 50% of hired Office Support Staff in the original contracted quantity in accordance with the same Rate and Terms & Conditions of the present contract. This will be applicable within the currency of contract. The Bidder is required to confirm acceptance of this clause. It will be entirely the discretion of the Customer/ Buyer to exercise this option or not.

4. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Customer/ Buyer can order up to 50% quantity of the items/ services contracted under the present contract within six months from the date of supply/ successful completion of this contract, with the rate/ cost and Terms & Conditions remaining the same subject to revision of minimum wages promulgated by the Government of Delhi. The Bidder is required to confirm acceptance of this clause. It will be entirely the discretion of the Customer/ Buyer to place the Repeat order or not.

5. **Tolerance clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract/ order, Customer reserves the right to increase or decrease the quantum of goods/ services by up to 25% of the tender quantum without any change in the Terms & Conditions and rates quoted by the Bidder. While awarding the contract, the quantity ordered will be increased or decreased by the Customer/ Buyer within this tolerance limit.

6. **Payment Terms.** The payment will be made as per the following terms, on production of the requisite documents: -

(a) **Advance Payments.** No advance payment(s) will be made by the Customer. Payment for services rendered should be released only after the services have been rendered to the satisfaction of the Customer

(b) **E-Payment.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments



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could be made through ECS/NEFT mechanism instead of payment through cheques. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is available at Form DPM-11 (Available in MoD website and can be given on request).

(c) **Monthly Payment Components.** The following components, as and where applicable, will be paid every month:-

- (i) Wages paid as per the Minimum Wages promulgated by DGR for Delhi and NCT Region.
- (ii) Service Charges per month.
- (iii) Goods & Service Tax applicable.
- (iv) Employer EPF share.
- (v) Employer ESI share.
- (vi) EDLI & Admin Charges.

(d) **Mandatory Documents for Payment Release.** Monthly payment will be made against following documents:-

- (i) Ink-signed copy of contingent bill/ Contractor's bill.
- (ii) Ink-signed copy of Commercial invoice / Contractor's bill.
- (iii) Copy of Contract.
- (iv) Copy of latest Govt. minimum wages orders.
- (v) Proof of wages payment made to the Office Support Staff.
- (vi) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as GST.
- (vii) Copy of EPF and ESI challan of preceding month with details of EPF/ESI deposited in the account of each Office Support Staff, where applicable.
- (viii) Performance Bank guarantee/ Indemnity bond where applicable.
- (ix) Bank details for electronic payment viz. Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
- (x) Any other document/ certificate that may be provided for in the contract.
- (xi) Performance Certificate from WESEE.

(e) **Submission of Bills.** 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 Customer. The payment for the Office Support Staff 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 Office Support Staff as per rates promulgated by Govt. of Delhi. The payment will be made through CDA (Navy/CG), Project Sea Bird, RK Puram, New Delhi.

(f) **Deduction from Bills.** Amount of Penalty / Risk Expense etc. if any, in accordance with the Terms & Conditions of this RFP or its resulting Contract will be deducted from the billing amount.



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(g) **Paying Authority.** The payment to the contractor will be made by CDA (Navy/CG), Project Seabird, 1<sup>st</sup> Floor, West Block-V, RK Puram, New Delhi-110066 on post monthly basis subject to satisfactory services during the period and submission of bills along with all relevant documents. The payment of statutory charges like EPF, ESI and Goods & Service Tax etc. will be made to the contractor in actual on monthly basis after submission of documentary evidence by the contractor to the effect that these charges have been deposited with the concerned Govt. authorities. The contractor is required to forward the details of EPF account number of Office Support Staff within one month and copy of ESIC smart card of all Office Support Staff within three months of award of contract.

(h) **Minimum Wages.** The Contractor should ensure payment of existing minimum wages to the hired Office Support Staff in the category of 'Clerical and Supervisory staff (Matriculate but not Graduate) as per Minimum Wages Act, 1948 and rates based on existing Minimum Wages promulgated by the Labour Department, Govt. of NCT of Delhi as revised from time to time to the Office Support Staff deployed by him. These rates will be subject on revision of Minimum Wages by Department of Labour, Govt. of NCT of Delhi for which intimation letter shall be submitted by the Contractor along with copy of Govt. order to this effect. The payment to the Contractor will be enhanced in accordance with revised minimum wages after approval of competent authority. Non-adherence to the Minimum Wages Act, 1948 and its related revisions will result in cancellation of the contract, forfeiting of EMD/ PBG and appropriate administrative action against the Contractor. The Contractor would be required to ensure payment to the manpower to be deployed (as per the category) by him for execution of the proposed Office Support Staff hiring contract as per the existing minimum wages promulgated by the Labour Department, Govt. of NCT of Delhi to the Office Support Staff.

(j) **EPF, ESI, and Goods & Service Tax.** The amount of EPF, ESI, and Goods & Service Tax shall be quoted strictly as per prescribed Govt. rates. However, payment for these statutory obligations will be made in on monthly basis on production of documentary evidence to the effect that the same has been deposited by the Contractor in the concerned account.

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

8. **Payment of Wages Section 21 of CLRA-1970.** The Contractor shall fix the wage period not exceeding one month to make payment to the Office Support Staff employed by him and shall ensure payment before 07<sup>th</sup> of every month. The contractor shall make payment to the Office Support Staff employed on monthly basis directly through bank transfer on or before the 07<sup>th</sup> of every month. The payment in any case shall not be delayed beyond the 07<sup>th</sup> of the following month. In case the Contractor fails to make payment of wages within the period or makes short payment, DG, WESEE reserves the right to make payments to the Office Support Staff by deducting from any amount payable to the Contractor under any contract or as debt payable by the contractor.

9. **Registers & Records IAW CLRA 1970.** The Contractor shall be responsible to maintain all applicable Registers and Records in accordance with CLRA 1970.

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This would include but not limited to Muster Roll, Register of Wages, Wage Slip, Fines, Advances, Employment Card, Service Certificate etc., as applicable.

10. 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 Office Support Staff employed on the work.

11. **Quality.** The quality of the service and the provision of the Office Support Staff would be the best possible as per industry norms and the contractual obligations as mentioned in this RFP would be binding.

12. **Risk & Expense Clause**

(a) If the Contractor fails to carry out on any day, any of the work mentioned in this contract or falls short in providing requisite Office Support Staff, without prejudice to any other right or remedy available under the law to the Government on account of such breach, pro-rata recovery along with penalty equal to 10% of the man-month rate, per individual, as per scale, for each deficiency either in service or a short fall of numbers will be recovered from the monthly bill of the Contractor. The Quantum of recovery will be decided by DG, WESEE which will be binding on the Contractor.

(b) The Customer has the right to make good any short fall in the services of the contractor at the risk and cost of the contractor, in addition to the deduction of penalty mention above, from the monthly bill of the firm and/ or from the PBG submitted by the firm.

(c) The Customer shall be entitled to deduct from the pending bills of the contractor all such sums of money as may be claimed by the Government, in term of this agreement. Any sum of money not recovered by the amount of the said bills shall be liable to be deducted from the PBG deposited by the Contractor.

13. **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/ services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earthquake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

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

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written 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 shall be a sufficient proof of commencement and cessation of the above circumstances.

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

#### 14. **Obligations of the Contractor**

(a) The Contractor will continuously monitor the services being rendered, to ensure that these are up to the standards desired by Customer.

(b) The Contractor shall comply with all the statutory requirements, and rules and regulations applicable for engagement of Office Support Staff for the Customer, and shall obtain all necessary registrations, licenses, approvals and sanctions etc. under the applicable laws of the land, and will have to submit a signed undertaking to this effect to Customer.

(c) The Contractor shall adhere to, and comply with, all the laws that may be applicable to it, and will extend all the benefits/ privileges applicable to Office Support Staff personnel engaged/ employed by it, including those of EPF, ESI, Workmen's Compensation Act, Bonus, Gratuity, Minimum Wages Act, Leaves, etc., as applicable. In case of breach of any law/ rules/ notifications, applicable to the engagement of employees by the Service Provider, the Contractor alone shall be responsible and liable for any act(s) of omission and/ or commission committed by any employee, agent, representative, attorney and person(s) engaged/ employed by it, for discharging the obligations under this contract. The Contractor shall deposit all the mandatory contributions/ dues with the appropriate authorities and shall provide the documentary evidence to Customer regarding such compliance. An undertaking shall be given by the Contractor that only he/ it will be responsible for any lapse in this regard.

(d) No relationship of 'employer and employee' shall be entertained between the Customer and the Office Support Staff personnel engaged by the Contractor against this RFP or its resulting contract.

(e) The Contractor shall submit the experience certificates of the Office Support Staff, regarding the work done by them, and shall also verify and certify their satisfactory character and antecedent records.

(f) The Contractor alone shall have the right to take disciplinary action against any person(s) engaged/ employed by it against this RFP or its resulting contract, while no right, whatsoever, shall vest in any such person(s) to raise any dispute and/ or claim, whatsoever, on Customer. Under no circumstances Customer shall be deemed or treated as the employer in respect to any person(s) engaged/ employed by the Contractor for any purpose, whatsoever, nor would Customer be liable for any claims(s).

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whatsoever, of any person(s) of the Contractor. *The Contractor shall keep Customer totally and completely indemnified against any such claim(s).*

(g) 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 DG, WESEE shall not be a party to any dispute arising out of such deployment by the Contractor.

(h) The Contractor shall obtain appropriate license under the Contract Labour (Regulation and Abolition) Act, 1970, and the Rules as amended till date, and shall comply with all terms and conditions thereof strictly, and shall keep such licence duly validated and/or renewed, from time to time, throughout the currency of Contract/ Work Order.

(j) The Contractor shall maintain all registers required under various Acts/Laws, which may be inspected by Customer, as well as by the appropriate authorities, at any time.

(l) Notwithstanding anything contained herein, the Contractor shall be liable for adequately compensating Customer for any loss or damage occasioned by any act, omission or lapse on its part, or by any person(s) deployed by it in pursuance to this RFP or its resulting Contract/ Work Order.

(m) The Office Support Staff shall, remain punctual on all working days and shall adhere to the office timings. In case of emergency, the service of the Office Support Staff shall be called for on gazetted holidays, on short notice at times, for which he is liable to discharge his/her duties on that day. However, for such booking(s) he/she shall be provided compensatory leave on any working day. The Office Support Staff, at all times, shall maintain absolute integrity and devotion to duty, and should conduct himself/herself in a manner conducive to the best interests, credits and prestige of Customer.

(n) The Contractor shall ensure that complete confidentiality is maintained by it, and by all Office Support Staff, with regard to all information relating to Customer, its premises, clients, businesses, assets, affairs and employees, and that neither the Contractor, nor its engaged Persons, will at any time divulge, or make known to any third parties, any trusts, accounts, matters or transactions, whatsoever, pertaining to Customer, and its associate entities, which may in any way come to their knowledge or attention.

(p) The contractor shall provide adequate number of uniforms to all Office Support Staff positioned at WESEE.

(q) The contractor shall provide copy all relevant verification documents such as Aadhaar card, passport, police verification and education certificates prior positing the Office Support Staff at WESEE.

(r) The Contractor shall provide adequate insurance coverage, as applicable in accordance with the prevailing Govt. regulations, to the Office Support Staff for eventualities like death, disability, sickness etc. Customer shall not be liable for paying or bearing any premium/ compensation at any stage, in respect of insurance claims made by the Contractor or the outsourced Office Support Staff provided by it, *it shall submit the copies of*

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such policies, and their renewal receipts, as well as documentary evidence of payment of premiums, to Customer and shall at all time keep the requisite policies live and running, where relevant.

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15. **Indemnity**

(a) The Contractor shall indemnify, and keep Customer indemnified and harmless, from and against all disputes, claims, fines, penalties and litigations, criminal as well as civil, that may be initiated against Customer on account of, and/or arising out of, the failure of the Contractor to adhere to any statutory requirements, or in following such rules regulations, guidelines or procedures that may be required to be adhered to under any statute or directive.

(b) The Contractor will have to submit following indemnity certificate at the time of award of contract before taking up the work: -

"The Contractor, hereby, agrees to keep indemnified, and shall keep indemnified and hold harmless, Customer Officers and employees, from and against, all and any claims, demands, losses, damages, penalties and expenses on proceedings, connected with the implementation of this Contract, and/or arising from any breach, or non-compliance, whatsoever, by the Service Provider, or by any of the persons deployed by it, pursuant hereto of, or in relation to, any such matter as aforesaid, or otherwise, arising from any act or omission on their part, whether willful or not, and whether within or outside the premises of Customer, including, but not limited to, any and all claims by the Office Support Staff."

(c) The Contractor agrees to indemnify the Customer against all claims for compensation by or on behalf of any workman employed by him in connection with this RFP or its resulting Contract/ Work Order for injury or death by accident under the Workman Compensation Act (Act VIII of 1923) or any other act relevant.

16. **Compliance to Statutory & Other Regulations**. The Obligation of the Contractor towards compliance with the statutory and other regulations shall be as follows: -

(a) The Contractor shall in all matters arising in the performance of the contract confirm at their own expense, with the provisions of the central or state statutes, Ordinances or Laws and Rules, Regulations and Bye-laws of any Local or other duly constituted Authority and shall keep the Customer indemnified against all penalties and liabilities of every kind for breach of any such Statute, Ordinance, Law, Rule, Regulation and Bye-laws.

(b) The Contractor shall give all Notice and pay all required fees and Taxes to be Paid under any Central or state statutes, Ordinance, Laws, Rules, Regulations or Bye-Laws of any local or other constituted Authority in relation to the services being provided against this RFP or its resulting Contract/ Work Order.

(c) The Contractor shall be liable for all pays/ salaries to the Office Support Staff; and shall also be responsible for complying with all the statutory liabilities, e.g. Provident Fund (PF), compensations etc., including payments/contributions towards all statutory dues connected to and/or related to the



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employment of the deputies sent to Customer, and shall keep the Customer indemnified at all times, and against all claims, liabilities, losses and consequences in relation thereto, and comply with all statutory requirements, and deduction of any tax or other amounts as required by law, or as provided herein. An undertaking to this effect will have to be signed by the Contractor.

(d) The Contractor shall make actual disbursement of salaries to all the Office Support Staff, as agreed by Customer, and in no circumstances the actual disbursements shall be less than the agreed amount which shall be in line with the minimum wages act and other related amendments etc.

17. **Recovery of Sums Due.** Whenever under the Contract any sums of money is payable by the Contractor, that has been claimed and is due to be paid to the Customer, the same shall be deducted from any sum then due or which at any time thereafter may become due to Contractor under this or any other contract with the Customer.

18. **Scope of Services Provided.** In performing the terms and conditions of the Contract, the Contractor shall, at all times, act as an independent Contractor. The contract does not, in any way, create a relationship of 'principal and agent' between Customer and the Contractor. The Contractor shall not act, or attempt, or represent itself, as an agent of Customer. It is clearly understood and accepted by both parties that this agreement between the parties, evidenced by it, is on a principal to principal basis, and nothing herein contained shall be constructed, or understood, as constituting either party hereto, the agent or representative of Customer under any circumstances. The Office Support Staff attached to Customer Office by the Contractor shall never, under any circumstances whatsoever, be entitled to claim themselves to be the employees of CUSTOMER in any way/ manner.

19. **Police Verification.** At all times, the Contractor will be responsible to ensure that workers engaged by him are security cleared by Police Station of worker's residing area. Police verification is to be submitted within 15 days post selection of a candidate. 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.

20. **Contract Operating Authority.** The contract for hiring of services of Office Support Staff against this RFP will be operated by DG, WESEE, West Block-V, Wing-I, RK Puram, New Delhi - 110 066 through its designated officers.

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## Part V – Bid Evaluation Criteria

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

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.

(b) The Bids forwarded by the Bidders will be evaluated by the Customer with reference to the characteristics/ requirements of the service and terms & conditions as mentioned in the RFP. The compliance of Bids would be determined on the basis of the parameters specified in the RFP. The Bids of only those Bidders will qualify, who would meet all the parameters, terms and conditions etc. of the RFP.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Bid format given at **Enclosure-III** to this RFP. **All columns of the Bids shall be filled in by the bidder and no column should be left blank failing which his bid will be rejected.** All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Customer would be the deciding factor for ranking of Bids. In case, the price quoted by two or more firms are equal, L1 will be decided by considering the highest no. of completed valid works orders as submitted by the bidders along with bid. In case, L1 cannot be decided at this stage as per the above criterion, the total contract amount of all the completed valid works orders executed and completed by the bidders in the last 3 financial years, shall be considered and the bidder having highest total amount will be considered as the L1 for the purpose of award of contract.

(d) 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.** Use of whitener/ correction fluid and overwriting/ alterations in the bid is prohibited and shall render the bid invalid. DG, WESEE reserves the absolute right to reject the tender without assigning any reason whatsoever.

(e) The Buyer reserves the right to reject any fictitious quotes or quotes which are found to be unreasonably low. Bidders quoting lesser or higher wages, GST/taxes and other charges prescribed by the government are liable to be rejected.

(f) 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 calculated and corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(g) The Lowest Acceptable Bid will be considered further for placement of contract after complete clarification and price negotiations as decided by the Customer.

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2. **Admin & Service Charges**

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

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**FORMAT FOR BID**

1. The following details along with documentary evidence, where relevant shall be submitted by the bidders as part of the Bid: -

| Sl. No. | Description   | Details<br>(To be furnished by the Tenderer) | Documentary Evidence<br>(To be attached with the Tech. Bid by the Tenderer)  |
|---------|---|--|--|
| (a)     | Name of the Company with registered address and contact details   |  | Registered address should be same as mentioned on EPF, ESIC, Goods & Service Tax Labour Licence & Certificate<br><br>Attested copy of Incorporation Certificate shall be submitted |
| (b)     | Present address with phone/fax/mobile numbers and name of contact person  |  | Not Applicable   |
| (c)     | EPF Registration No. of the firm with latest challan  |  | Attested copies of EPF Registration Certificate along with receipt of last premium paid.   |
| (d)     | ESI Registration No. of the firm with latest challan  |  | Attested copies of ESIC Registration Certificate along with receipt of last premium paid.  |
| (e)     | Goods & Service Tax registration No. of the firm  |  | Attested copies of Goods & Service Tax Registration Certificate  |
| (f)     | PAN No. in the name of firm or in the name of the firm or the proprietor of the firm, in case of proprietary firm |  | Attested copy of PAN Card  |
| (g)     | Whether recognized/ licensed by the Ministry of Labour for employing manpower                                     |  | Attested copy of recognition certificate/ license  |
| (h)     | MSME Certificate  |  | Attested copy of valid certificate   |
| (j)     | Whether you are in a position to provide the required Office Support Staff regularly for the contract period.     |  | Not Applicable   |

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| Sl. No. | Description  | Details<br>(To be furnished by the Tenderer) | Documentary Evidence<br>(To be attached with the Tech. Bid by the Tenderer) |
|---------|--|--|---|
|         | (Answer in Yes/No. If No, indicate number of manpower you can supply, if contract is awarded to your firm) |  |   |

2. The following technical details along with documentary evidence, where relevant shall also be submitted by the bidders as part of the Bid: -

**Signature of the Tenderer  
Prop/ Partner**

**Office Seal**

**Place:**

**Date:**

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COMPLIANCE MATRIX BY THE VENDOR

| S No   | Evaluation Criteria  | Compliance  |         |
|--|--|---|---------|
|  |  | Supporting Documents/ Remarks   | Yes/ No |
| 1  | Firm/ bidder should be registered with appropriate authorities and have registered offices in Delhi/ NCR, India  | Attested copy of Registration Certificate   |         |
| 2  | Firm/ bidder should be single point of contact (SPOC) and responsible for all deliverables related to scope of work. Please indicate nominations of the single point of contact and his/ her profile.  | Details of SPOC   |         |
| 3  | <b>Eligibility Criteria.</b> The Firm/ Bidder meet the eligibility criteria of work experience as mentioned in para 6(a) & 6(b) of Part-II of the RFP and confirms that they have: -   | Duly attested documentary proof i.e. contracts/ supply orders/ with satisfactory execution report(s) issued by concerned organization.<br><br>Balance sheet and Profit & Loss Statement for the last three years duly certified by CA<br><br>Certified copy of MSME Certificate |         |
|  | (a) Should have executed at least three contracts for <i>hiring of manpower services</i> to any GOI Department or any State Government Department or Autonomous bodies or any PSU or NGO in the last three years from the date of issue of this RFP with an annual value of each contract not less than <b>Rs. 10 lakhs.</b> <b>OR</b> |   |         |
|  | (b) Two contracts with an annual value of each contract not less than <b>Rs. 15 lakhs</b> <b>OR</b>  |   |         |
|  | (c) One contract with an annual value of contract not less than <b>Rs. 25 lakhs.</b> <b>AND</b>  |   |         |
|  | (d) At least one currently valid contracts for <i>hiring of manpower services</i> to office of any GoI Department or any State Govt. Department or Autonomous bodies or any PSU or NGO or other similar organisation. <b>AND</b>   |   |         |
|  | (e) Should have an annual turnover of <b>minimum Rs. 20 Lakhs.</b> Documentary proof by authorised CA to be attached with the Bids. <b>OR</b>  |   |         |
| Registered as MSME (on or before bid submission date) and has the capacity & capability to supply services sought in this RFP. |  |   |         |

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| S No | Evaluation Criteria  | Compliance   |         |
|------|--|--|---------|
|      |  | Supporting Documents/ Remarks                        | Yes/ No |
| 4    | Firm/ Bidder has a valid PAN Card in the name of firm or in the name of proprietor of the firm in case of proprietary firm   | Attested copy of PAN card and Last Income Tax return |         |
| 5    | Income Tax Proof furnished by the firm/ bidder   |  |         |
| 6    | Firm/ Bidder is registered with the Ministry of Labour for hiring of manpower and holds a valid licence 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 | Attested copy of registration certificate            |         |
| 7    | (a) Compliance certificate/ undertaking duly certifying contents of Para 14(b) of Part IV of RFP.<br>(b) Compliance certificate/ undertaking duly certifying contents of Para 14(c) of Part IV of RFP  | Self- Certificate Undertaking by the bidder          |         |
| 8    | Compliance certificate/ undertaking duly certifying contents of Para 16(c) of Part IV of RFP   | Self- Certificate Undertaking by the bidder          |         |
| 9    | Undertaking by the Firm/ Bidder that no criminal cases are registered/ pending against the proprietor/ firm/ directors relating to any previous service contracts  | Undertaking to be submitted                          |         |
| 10   | Undertaking that Office Support Staff deployed will have valid police verification report/ clearance   | Original to be submitted post selection of candidate |         |
| 11   | Firm/ bidder should have relevant experience in subject services for minimum 05 Years, except for MSMEs where relaxation would be considered by DG, WESEE based on existing regulations.   | Relevant attested copies of Orders                   |         |
| 12   | Following Single Bid System submitted in sealed envelope   | Not Applicable                                       |         |
| 13   | RFP No, Title and Date of opening of bids mentioned at bid envelop   | Not Applicable                                       |         |
| 14   | Validity of bids till 180 days from the last date of submission of the Bids  | Not Applicable                                       |         |
| 15   | Bids are as per format at Enclosure I to RFP and Compliances as per Enclosure II of RFP  | Not Applicable                                       |         |
| 16   | Submission of Commercial offer as per format at Enclosure III of RFP   | Not Applicable                                       |         |

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| S No | Evaluation Criteria  | Compliance   |         |
|------|--|--|---------|
|      |  | Supporting Documents/ Remarks  | Yes/ No |
| 17   | <p>Details of EMD Submitted (Indicate mode of payment viz. Demand Draft/ Pay Order/FDR along with its number, date of issue and issuing bank). Documentary proof in form of BG, FD, and DD etc. to be attached</p> <p>In case vendor is registered with DGS&amp;D and NSIC, MSME, WESEE EMD would not be required.</p> | EMD to be submitted in original or please enclose duly attested copy of valid registration certification |         |
| 18   | Bank Solvency Certificate issued by the Banker of the tenderer confirming that the tenderer is maintaining his Bank Account satisfactorily for at least last three years from the present year   | Bank Solvency Certificate either in original or photocopy duly attested by bank with seal                |         |
| 19   | Acceptance of all terms & conditions of contract. Terms & Conditions of RFP as per DPM 09 or otherwise have been read and understood in all aspects, and acceptable, and there is no objection for including these in the resulting Work order/ Contract Agreement   | Please specify variations, if any clearly in the Bid.  |         |
| 20   | Acceptance of all Terms & Conditions of Part I- General Information of RFP   | Submit copy of the complete RFP with signature and stamp on every page                                   |         |
| 21   | Acceptance of all Terms & Conditions of Part II- Essential Details of Items/Services required  |  |         |
| 22   | Acceptance of all Terms & Conditions of Part III- Standard Condition of RFP  |  |         |
| 23   | Acceptance of all Terms & Conditions of Part IV- Special Conditions of RFP   | Please specify variations, if any clearly in the Bid.  |         |
| 24   | Acceptance of all Terms & Conditions of Part V- Evaluation Criteria & Price Bid issues   | Submit copy of the complete RFP with signature and stamp on every page                                   |         |
| 25   | Unconditional acceptance of All Terms & Conditions of this RFP/ TE   |  |         |
| 26   | Documentary proof of GST registration, TIN No or any other registration by any government organisation mandatory for executing the contract should be enclosed (MSME certificate etc.)   | Attested copy of document to be attached   |         |

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**Note.** Please note that all the documentary proofs or attested copies of documents/ orders/ certificates etc. as sought in the RFP are to be attached with Bid.

Signature of the Tenderer  
Prop/ Partner

Office Seal

Place:

Date:

*(It is mandatory to submit this compliance matrix, failing which the Customer/  
Buyer reserves the right to reject the bid submitted)*

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**FORMAT FOR COMMERCIAL OFFER**

The Price Bid Format is given below and Bidders are required to fill this up correctly with full details on their official letter head. Consolidated charges including service taxes, levies etc. on per month basis for hiring of services of Office Support Staff for WESEE be indicated as per following format: -

| Sl. No                                  | Description  | Office Support Staff Rates (Monthly) |
|---|--|--------------------------------------|
| (a)                                     | Cost / Rate for hiring of services of each Office Support Staff per month (Basic + DA as on _____) | Rs. + Rs. (Basic + DA)               |
| (b)                                     | EPF @ _____% on Sl. No. (a) above  | Rs.                                  |
| (c)                                     | EDLI @ _____% on Sl. No. (a) above   | Rs.                                  |
| (d)                                     | Administrative charges @ _____% on Sl. No. (a), (b) and (c) above                                  | Rs.                                  |
| (e)                                     | ESI @ _____% on Sl. No. (a) above  | Rs.                                  |
| (f)                                     | <b>Sub Total</b> (a) to (e) per Office Support Staff per Month {(a)+(b)+(c)+(d)+(e)}               | Rs.                                  |
| (g)                                     | Service Charge @ _____% on Sl. No. (f)   | Rs.                                  |
| (h)                                     | <b>Sub Total</b> per Office Support Staff per Month {(f) + (g)}                                    | Rs.                                  |
| (j)                                     | Total Cost for 12 Office Support Staff per Month {(h) x 12}  | Rs.                                  |
| (k)                                     | Total Cost for all Office Support Staff for 12 months {(j) x 12}                                   | Rs.                                  |
| (l)                                     | GST @ _____% on Sl (l) above   | Rs.                                  |
| <b>Total</b>                            |  | Rs.                                  |
| <b>Grand Total (R/Off) (In Figures)</b> |  |                                      |
| <b>Grand Total (R/Off) (In Words)</b>   |  |                                      |

The labour cost shall be quoted in adherence to existing Minimum Wages issued by Govt. of NCT, Delhi on per month basis. The EPF & ESI, where applicable, shall be quoted strictly as per prescribed Govt. rates. Copy of relevant govt. orders/ letters be enclosed with Bids.

Office Seal  
Place:  
Date:

*Rahul*

Signature of the Tenderer  
Prop/ Partner

