

Tele : 2301 0313

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

Tender Enquiry

To
 M/s _____

Our Ref.	DA/CM/0579/Application Sorter	Date :	Apr 18
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INVITATION OF QUOTATION FOR HIRING OF HIRING OF 06 APPLICATION SORTERS (UN-SKILLED) FOR DMPR AND 04 DATA SORTERS (GRADUATE) FOR DOA OF INTEGRATED HEADQUARTERS,MINISTRY OF DEFENCE (NAVY)

1. Quotations under **Single-bid System** (Commercial-Bid) in sealed cover are invited for **Hiring of 06 Application Sorters (Un-Skilled) for DMPR and 04 Data Sorters (Graduate)** for DOA of Integrated Headquarters – Ministry of Defence (Navy), for a period of one year from the date of signing of contract, extendable further for a period of **two years** on year to year basis subject to satisfactory performance of the contractor on **OTE basis**. Detailed Scope of Contract and terms & conditions for supply of **Application Sorters (Unskilled) and Data Sorters (Graduate)** 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 : **JDOA(Stores), IHQ-MoD(Navy), New Delhi**
- b. Postal address for sending the Bids : **Joint Director of Administration (Stores), Integrated Headquarters-Ministry of Defence (Navy), 'A' Block Hutments, Dara Shukoh Road, New Delhi – 110 011**
- c. Name/designation of the contact personnel : **Commander Dinesh Kumar Bali, JDOA(Stores)**
- d. Telephone numbers of the contact personnel : **011-2301 0313, 2301 1759**
- 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 items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

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

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

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

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.

5. The cost of tender is **Rs.100.00 (Rupees One Hundred Only)** (non refundable). The payment will be accepted by Demand Draft/Pay Order in favour of **CNS Public Fund A/c (Contingency No. II) payable at New Delhi** only (cash will not be accepted).

(Dinesh Kumar Bali)
Commander
Joint Director of Administration (Stores)

Part I – General information

1. **Last date and time for depositing the Bids: By 1430 hrs on 28 May 18.**
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 & TENDER FEE** is to be submitted in a separate envelope and it should be clearly marked. **In case, EMD and Tender Fee are submitted inside the envelope along with bids, the bids will be rejected.** Envelope should contain the following:-

- (a) Tender Fee if downloaded from website
- (b) Earnest Money Deposit (EMD)
- (c) Sealed Envelope for Technical Bids
- (d) 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 28 May 18.**
(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, Dalhousie Road, New Delhi – 110 011.** Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids: Office of the Joint Directorate of Administration (Stores), IHQ-MOD(Navy), PC-12, ‘A’ Block Hutments, Dalhousie Road, New Delhi – 110 011.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Two-Bid system:** N/A.

7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to

the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification Regarding Contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **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. 70,000/- (Rupees Seventy 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.

Part II – Essential Details

1. Schedule of Requirements. The RFP seeks bids from prospective bidders for the supply of **Hiring of 06 Application Sorters (Unskilled) to be employed at DMPR (on as on required basis) and 04 Data Sorters for DOA (on monthly basis)** of **IHQ- MoD(N)** for a period of one year from the date of signing of contract extendable further for a period of **two years** on year to year basis subject to satisfactory performance of the contractor. The employment of **Application Sorters (Unskilled)/Data Sorters (Graduate)**, control and administration will be controlled by Directorate of Administration(Civ) of IHQ, MoD(N). Only the recruitment of Data Sorters to employed for DOA(Stores) will be carried out by DDOA(Stores)

2. Technical Details:

(a) QR's for Application/Data Sorters (Graduate). is as follows: -

- (i) Should be Matriculates.
- (ii) Should be medically fit (Proof of Medical certificate to be given).
- (iii) Should not have any criminal background.
- (iv) Should be able to understand, read and write English language.

(The candidate must possess appropriate documents / certificate to prove the above requirements).

(b) QR's for Data Sorters (Graduate). is as follows: -

- (i) Should be Graduates.
- (ii) Working experience in Microsoft Office Applications.
- (iii) Skills – The typing speed should be at least 30 wpm without errors
- (iv) Should be medically fit (Proof of Medical certificate to be given).
- (v) Should not have any criminal background.
- (vi) Should be able to understand, read and write English language.

(The candidate must possess appropriate documents / certificate to prove the above requirements).

(c) Hiring of Application/Data Sorters (Graduate). will be governed by the provisions of the following Acts/Laws: -

- (i) The Contract Labour (Regulations and Abolition) Act, 1970 (CLRA Act 1970) and as per latest amendments from time to time.

- (ii) Payment of Wages Act, 1936 and as per latest amendments from time to time.
- (iii) The Minimum Wages Act, 1948 and as per latest amendments from time to time.
- (iv) Any Other ACT/Law governing contracts of similar nature. It will be the responsibility of vendor to ensure compliance of all GOI/Delhi Govt. Rules and Regulations.
- (v) **Application/Data Sorters (Graduate)** would be required to perform the following tasks:

1. Manual feeding of data.
2. Preparing comparative statement of tenders.
3. Drawing number, Qty OBS/B&D etc which are not mentioned in the POs.
4. Checking availability of Stores.
5. Data analysis in excel worksheet.
- 6.. Nominal typing work in Word format for above jobs.
7. Forwarding details of items INCATed and PO ref to MOs for linking up items.
8. The data entry operators are to work for five days a week from 0900 hrs to 1730 hours as per the working hours of the Navy.
9. If required and work warrants, the data entry operators are to work on holidays / Sundays or beyond normal working hours.
10. Basic communication skills in Hindi and English.

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

- (i) **ESI Registration Certificate**. (Attested copies of ESI Certificate alongwith latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid).
- (ii) **EPF Registration Certificate**. (Attested copies of EPF Registration Certificate alongwith latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid).
- (iii) **GST Registration 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).
- (v) Firm should be registered with the Ministry of Labour for hiring of labourers and **copy of registration** certificate is to be attached with the Technical Bid.

3. **Selection of Candidates**. On award of Contract, the candidates would be selected by carrying out a English language and typing test. The successful bidder would be required to make arrangements for atleast double the number of candidates proposed to be hired under this Contract for the selection. The final decision for acceptance of candidates will be by DOA(Civ) or an officer appointed by him. Further, if at any time during the Contract period, the performance of the selected candidate is found to be unsatisfactory, the successful bidder would be

required to replace the candidate duly approved by DOA(Civ) Section within 5 working days from the date of intimation. The selection of Data Sorters for DOA will be carried out by DDOA (Stores) only.

4. **Two-Bid System:** N/A

5. **Delivery Period** - The successful bidder shall provide the **Application/Data Sorters (Graduate)**, as follows: -

(a) Candidates for selection within 15 days of signing of contract.

(b) Obtain police verification for the selected candidates and position them in the offices as decided by DOA(Civ) within 15 days of intimation of Selection of Candidates. The successful bidder will provide all necessary documents required for obtaining security passes for the selected candidate to DOA(Civ) Section.

(c) Provide replacement for selected candidate if the candidate is not found suitable within 5 working days. The decision of DOA(Civ) or an officer nominated by him will be final for replacement of the candidates.

6. **Consignee Details** – DOA(Civ), Integrated Headquarters, Ministry of Defence (Navy), 'A' Block Hutment, Dalhousie Road, New Delhi. DOA(Store) for Data Sorters employed for DOA.

7. 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 the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

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

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

7. **Non-disclosure of Contract Documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision 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) Seller is unable to meet the requirement of Application/Data Sorters (Graduate) asked by this office frequently.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) Non Payment of Wages to Application/Data Sorters (Graduate) in time ie by 7th day of the following month despite repeated warnings.
- (d) Non payment of PF dues to the Application/Data Sorters (Graduate), despite repeated warnings.
- (e) Misbehaviour with any official of this office by him or his employees.

- (f) The Buyer has noticed that the Seller has utilised the services of any agent in getting this contract and paid any commission to such individual/company etc.
- (g) As per decision of the Arbitration Tribunal.
- (h) Non submission of PBG within stipulated time.
- (j) Non compliance to the terms and conditions of Contract Agreement.
- (k) Upon buyer's discretion after giving 30 days notice without assigning any reason whatsoever.

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.** As applicable.

(a) Any change in any 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 paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

13. **Patents and other Industrial Property Rights.** N.A.

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% 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 contract period. The specimen of PBG is given in Form DPM-15, (Available in MoD website and can be provided on request)
2. **Option Clause.** This contract has an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of hired **Application/Data Sorters (Graduate)** in the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyer to exercise this option or not.
3. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% contracted Application/Data Sorters (Graduate) under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.
4. **Tolerance clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to **10-25%** plus/minus increase or decrease the quantity of the required services upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered will be increased or decreased by the Buyer within this tolerance limit.
5. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/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:

(1) Monthly Payment.

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

- (i) Wages paid as per the Minimum Wages promulgated By Delhi Govt for Delhi and NCT Region.
- (ii) Service Charges per month
- (iii) GST as applicable
- (iv) EDLI & Admin Charges
- (v) In case of absenteeism of **Application Sorter (Unskilled)/Data Sorters (Graduate)** beyond the prescribed limit, pro-rata deduction will be made from the bill of the contractor.
- (vi) Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (vii) Claim for statutory and other levies to be supported with requisite documents / proof of payment..
- (viii) 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).
- (ix) The Contractor shall also enclose a certificate on bill of having paid the prescribed wages to the workmen as per the contractual rates specified in para 10 of Part IV of RPF..
- (x) The wages for deployment of **Application/Data Sorters (Graduate)** excluding the statutory deductions like EPF, EDLI, Adm. Charges for EPF & EDLI, ESIC and Service Tax, which is not lesser than the minimum wages as promulgated by Department of Labour, Govt of NCT of Delhi through notification (latest), promulgating the rates. **The contractor has to submit copy of ESI cards and EPF No of the employees to this office within 90 days after awarding of contract.**
- (xi) The payment of statutory charges EPF, EDLI, ESI and Service Tax etc., will be 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.

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

- (i) Ink-signed copy of Contingent Bill
- (ii) Ink-signed copy of Consolidated Bill by Vendor for items at 1(a) above.
- (iii) Form of Register of Wages-Cum-Muster Roll as per Form XVIII countersigned by PDOA or an officer nominated by him.
- (iv) Xerox Copy of PBG.

(c) **Methodology of Payment to DEO's**

(i) The Payment will be made to **Application/Data Sorters (Graduate)** by cheque/ECS on suitable working day in the presence of DOA(Civ) or a suitable officer nominated by him at a suitable date, time and place intimated by DOA(Civ) before the 07th of every month as per the provisions of CLRA-1970

(ii) The successful bidder will be responsible for maintaining the FORM XVIII of CLRA-1970.

(iii) Form XVIII for payment of monthly wages will be attested as follows by representative of PDOA – “Payment made in my presence on this day ____ (Date) of ____ (Month and Year), wages for the month of ____ .

(2) Payment of EPF and ESI

(a) The following components will be paid as arrears against documentary evidence on quarterly basis

- (i) Employers EPF share
- (ii) Employers ESI share

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

- (i) Contingent Bill
- (ii) Bill by Vendor for items at 2(a) above
- (iii) Register of persons Employed on Form XIII
- (iv) Challan of amount deposited with respective government agencies.

(c) The Contractor shall submit a consolidated monthly bill for the amount due for the services rendered during the preceding one-month by the 10th of the month **along with attendance sheet** verified by the representative of the Customer. The payment for the services will be made to the Contractor in arrears and no advance payment will be made to the Contractor. The contractor shall also enclose a certificate on the bill of having paid minimum wages to the **ApplicationSorter (Unskilled)/Data Sorters (Graduate)** as per rates promulgated by Govt. of Delhi. The payment will be made through DCDA (N), Project SeaBird, RK Puram, New Delhi.

(d) 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 on submission of the documents, whichever applicable, by the Seller to the Paying Authority as per para 5 1 (a) 2(b)

8. The Customer will have the right to make good any shortfall of **Application Sorter (Unskilled)/Data Sorters (Graduate)** at his risk and cost by hiring manpowers from outside agency, in addition to deduction of penalty mentioned above from the monthly bill of the firm or from the PBG submitted by the firm.

9. 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 terms of herein mentioned clauses of this agreement. Any sum of money not covered by the amount of the said bills shall be liable to be deducted from the Performance Bank Guarantee / Security Deposit of the firm.

10. **Minimum wages.** The contractor should ensure payment of existing minimum wages as per Minimum Wages Act, 1948 as revised from time to time to the Application/Data Sorters (Graduate) deployed by him. Non-adherence to the Minimum Wages Act, 1948 will result in cancellation of the contract, forfeiting of EMD/PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower to be deployed by him for execution of the proposed contract as per the existing minimum wages promulgated by the Labour Department, Govt. of NCT of Delhi to the skilled/unskilled workers.

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

12. The Contractor shall pay to the Application/Data Sorters (Graduate) 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.

13. The Contractor shall fix the wage period not exceeding one month to make payment to the Application/Data Sorters (Graduate) employed by him and shall ensure payment by 07th day of the following month.

14. It shall be the responsibility of the Contractor to issue employment card to each **Application Sorter (Unskilled)/Data Sorters (Graduate)**, 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.

15. 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 **Application Sorter (Unskilled)/Data Sorters (Graduate)**, employed on the work.

16. 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 agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923).

17. **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 at least 10 days prior to commencement of the contract. The contractor will also ensure that no person employed by him for the services has been/ is involved in any activity against the interest of state.

18. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. Principal Director 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.

19. 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.

20. 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).

21. The Contract Labour (Regulation and Abolition) Act 1970 as amended from time to time will be applicable to the contractor and Indian Navy during the concurrence of the present contract.

22. The Contractor shall be contactable at all times and message sent by e-mail/fax phone/Special Messenger from the Ministry to the Contractor shall be acknowledged immediately, on the same day.

23. **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 Contractors on Form III and Form XII of CLRA – 1970 by DDOA (Civ).

(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 XVIII of CLRA - 1970. The same will be countersigned by PDOA 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.

24. **Risk & Expense Clause.**

Should the DEO's not be delivered within the time or times specified in the contract documents, the Buyer shall after granting the Seller 72 hours to cure the breach, be at liberty, without prejudice to the right to undertake Risk & Expense. Any excess of the hiring charges, or value of any hiring of **Application/Data Sorters (Graduate)**, procured from any other source as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

Part V – Evaluation Criteria & Price Bid

1. (a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.
- (b) Commercial bids are to be strictly prepared as per the proforma specified in Annexure-1.
- (c) Commercial bids of bidders will be opened by the board duly appointed by the office, in presence of bidders/their representatives. Rates quoted by the bidders will be spelt out in respect of each bidder and there after Comparative Statement of tenders will be prepared. Bidder quoting more than 50% of the Service Charges fixed by the office shall qualify commercially (for service charge refer para 2. **Commercially qualified bidders quoting the lowest service charge will be considered L1 and award of contract.**
- (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) If in case, any miscalculation of price comes in commercial bid, on part of addition/subtraction/multiplication/division of any tax/duty/levies or any else, whatever the case may be for the purpose to determine L1, the calculation will be corrected without changing unit price and quantity at all.
- (f) Bidders quoting lesser or higher wages, taxes and other charges prescribed by the government will be rejected.
- (g) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Commercial-Bid format given at Annexure-1 to this tender enquiry / RFP. **All columns of the Commercial Bids shall be filled in by the bidder and no column should be left blank failing which the bid will be rejected.** All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer would be the deciding factor for ranking of Bids.
- (h) **No document is required to be attached with the commercial bid.** Tenderers are advised to quote the prices keeping the bye-laws in vogue concerning with the present tender. **Unreasonably inflated or deflated bids may be avoided.** Cutting/alteration made in the tender shall render it invalid. Principal Director of Administration, IHQ MOD (Navy) reserves the absolute right to reject the tender without assigning reason whatsoever it may be.

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

(k) All columns of the commercial bid shall be filled in and no column should be left blank.

(l) **The Buyer reserves the right to reject any fictitious quotes or quotes which are found to be unreasonably low.**

2. **Service Charges:** Service Charge is a charge which can be considered as the working profit taking into consideration all overheads involved into running a contract. The guidelines for service charge fixation of a company is as follows:

(a) Reasonable Service Charges will be fixed by board of officers for the services to be contracted will be announced prior to opening of commercial bids in front of all bidders.

(b) Bidders quoting below 50% of the reasonable service charge are not considered during comparison of offers.

(c) Bidders quoting more than 50% of reasonable service charge qualify commercially for comparison of offers.

(d) Offers of bidders qualifying the service charge criteria are compared and ranked in the order of overall lowest offer to the highest offer.

(e) The lowest offer is determined as L1 and eligible for award of placement of order/award of contract.

Annexure-1
Refers to Para 1(c) of Part-V of this
RFP

FORMAT FOR COMMERCIAL BID

(To be quoted only in this format)

Requirement of Application/Data Sorters (Graduate) on per day basis

S. No.	Requirements	Latest Daily wages Rates per manday (Unskilled)	Latest Monthly wages Rates for Graduate and above
(a)	Rate for hiring of per Application Sorter (Unskilled)/Data Sorters (Graduate) ,		
(b)	EPF*+EDLI+Admin. Charges @ 13.15% on Serial (a) above		
(c)	ESI [@4.75% on serial (a) above]		
(d)	Sub total (a)+(b)+(c)		
(e)	Service Charge(%) (to be calculated on serial (a) above)		
(f)	Sub total (d) + (e)		
(g)	GST @18% [Calculated on serial (f) above.]		
(h)	Total expenditure per Application Sorter (Unskilled)/Data Sorters (Graduate) , [Sub total of (f)+(g)]		
(j)	Total cost for 06 Application Sorters (Unskilled), for 1200 mandays (for DMPR)		
(k)	Total cost for 04 Data Sorters (Graduate), for a period of one year on monthly basis (for DOA)		

Based on the existing minimum wages, the payment should be done on monthly basis as promulgated by the Labour Department, Govt of NCT of Delhi through notification (amended from time to time).

- **The EPF & ESI shall be quoted strictly as per prescribed Govt. Rates.**

Signature & Stamp of Bidder