

Telefax : 23010313

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

Tender Enquiry

To

M/s _____

Our Ref.	DA/CM/0579/CL/32000 MANDAYS	Date :	08 Jun 18
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INVITATION OF QUOTATION FOR HIRING OF 32000 MANDAYS CASUAL LABOURERS FOR VARIOUS OFFICES OF IHQ-MoD (NAVY)

1. Quotations under **Two-bid System** (Technical-Bid & Commercial-Bid) in sealed cover are invited for **Hiring of casual labourers for 32000 Mandays** for the offices of Integrated Headquarters of Ministry of Defence (Navy) located at **Sena Bhawan, South Block, 'A' & 'B' Block Hutment, West Block-IV & V RK Puram, Chanakya Bhawan, Kailash Colony and Talkatora Stadium Annexe Building**, New Delhi, for a period of one year from the date of signing of contract, extendable for a further period of two years on year to year basis subject to satisfactory performance of the contractor. Detailed Scope of Contract and terms & conditions for the Contract 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), PC-5, 'A' Block Hutments, Dalhousie Road, New Delhi – 110 011**

(c) Name/designation of the contact personnel : **Cdr Dinesh Kumar Bali, JDOA(Stores)**

(d) Telephone numbers of the contact personnel : **011-2301 0963, 2301 0313**

(e) Fax number : **011 – 2301 0313**

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 Scope of Contract, Terms & Conditions, Consignee details etc.

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

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

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

4. The cost of tender is **Rs. 500.00 (Rupees Five 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).

5. 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.

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

Part I – General information

1. **Last date and time for depositing the Bids:** By 1430 hrs on 02 Jul 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 02 Jul 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

Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:** Office of the Joint Directorate of Administration (Contract Management), 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:** Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

7. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like TIN number, VAT/CST 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. 5,00,000.00 (Rupees Five Lakhs 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 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.** Hiring of Casual Labours on Contract for approximately 32000 Mandays to perform the following jobs:-

- (a) Shifting of government stores ie furniture, office equipment etc. from one place to another.
- (b) Collection/disposal of waste papers.
- (c) Dusting, cleaning of doors, windows, shining brass/metal fittings, ventilators, glass and removal of bird/animal dropping etc. at different point of time.
- (d) Loading/unloading of government stores.
- (e) Other miscellaneous nature of work as assigned by the authority concerned.

2. **Effective Date of Contract :** The contract shall come into effect from the date of signing of the Contract Agreement and will be in force for a period of one year from the date of signing of the contract, extendable for a further period of two years on year to year basis subject to satisfactory performance of the contractor.

3. **Area to be Covered under Conservancy Contract.** The Area under the this contract would include rooms, corridors, walls, doors, windows including panes, ventilation, toilets, store dumps, water points, removal of dirt/webs, and any other space said to be under possession/use of IHQ-MOD (Navy) including open area having grass, hedge, cemented platform or charcoal-concrete area, area not in regular/frequent use and the reception area catering in South Block of IHQ MOD(Navy).

4. **Scope of the Contract:** The contractor shall provide casual labourers (unskilled) for the offices of Integrated Headquarters of Ministry of Defence (Navy) located at **Sena Bhawan, South Block, 'A' & 'B' Block Hutment, West Block-IV & V RK Puram, Chanakya Bhawan and Talkatora Stadium Annexe Building of IHQ-MoD(N), New Delhi** as per the latest minimum wages laid down by the latest Delhi Government notification as revised from time to time and all other mandatory statutory obligations laid down by the Ministry of Labour, Delhi Government and GOI.

5. **Working Hours.** Monday to Saturday from 0900 hrs to 1730 hrs or as mutually agreed upon.

6. **Technical Requirements**

- (a) The bidder must have successfully completed /executed at least one conservancy/manpower contract in last three years from the date of issue of this RFP/tender enquiry with any Govt. organization / PSUs for an annual value of contract not less than Rs. 50 Lakhs during the last three financial years i.e. FY 2014-15, 2015-16 and 2016-17.

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

(b) 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. If not registered, a undertaking is to be provided mentioning that the Labour licence from Ministry of Labour will be provided within 90 days after awarding the contract.

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

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

(viii) Undertaking that no criminal cases are pending against the proprietor/firm/directors relating to previous service contracts.

(ix) Undertaking that labourers to be deployed as conservancy manpower will have valid police verification report/clearance.

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

(c) **Qualitative Requirements for Casual Labours**

(i) Should be an Indian National.

(ii) Should be physically and medically fit.

(iii) Character and antecedents verified by local police of place of residence.

(iv) Should be punctual, sincere and disciplined.

7. **Technical & Commercial Bids**. The Bids are to be submitted in separate sealed covers as per formats given in **Appendix-'A'** and **Appendix-'B'** respectively. Bidders are also required to furnish clause by clause compliance of eligibility criteria bringing out clearly the deviations from the eligibility criteria, if any.

8. **Consignee Details**. Directorate of Administration(Civ), IHQ-MOD(Navy), 'A' Block Hutments, Dalhousie Road, New Delhi – 110 011.

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 offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour 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 information thereof to any third party.

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

(a) The service is not received/ rendered as per the contracted schedule(s) and the same has not been extended by the Buyer.

OR

The delivery of the service is delayed for causes not attributable to Force Majeure for more than **(01 month)** after the scheduled date of delivery and the delivery period has not been extended by the Buyer.

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

(c) The delivery of service is delayed due to causes of Force Majeure by more than **(3 months)** provided Force Majeure clause is included in contract.

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

(e) As per decision of the Arbitration Tribunal.

- (f) Misbehaviour with any official of this office by him or his employees.
- (g) 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.
- (h) As per decision of the Arbitration Tribunal.
- (i) 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.

(l) **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.

(m) 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.

(n) 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.

(o) 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).

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

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.** . GST 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.

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 **annual value of contract** within 30 days of signing of this contract. Performance Bank Guarantee will be valid up to 60 days beyond the date of end of contract. 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 **Casual Labour onservancy Staff** 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% of the **Casual Labour** 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 completion 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 or till the duration of 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) Service Tax applicable
- (iv) EDLI & Admin Charges
- (v) In case of absenteeism of Conservancy Staffs beyond the prescribed limit, pro-rata deduction will be made from the bill of the contractor.
- (v) 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 conservancy staff as per the contractual rates specified in **Para 4 of Part II of RFP**.
 - (x) The wages for deployment of conservancy staff 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 Conservancy staff**
- (i) The Payment will be made to Conservancy staff on the last working day of the month in the presence of JDOA(Maint) or a suitable officer nominated by him on promulgated time and place.
 - (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/revision of wages will be made to the Contractor. The contractor shall also enclose a certificate on the bill of having paid minimum wages to the labourers as per the latest 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 within 45 days, subject to the correctness of bill 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 Conservancy services 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. 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.

11. 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.

12. **Risk & Expense Clause.**

Should the Conservancy services not be delivered within the time or times specified in the contract documents, the Buyer 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 conservancy 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.

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

1. **Minimum wages.** The seller should ensure payment of existing minimum wages as per Minimum Wages Act, 1948 as revised from time to time to the conservancy labourers deployed by him. Non-adherence to the Minimum Wages Act, 1948 will result in cancellation of the contract and appropriate administrative action. The seller would be required to ensure payment to the manpower to be deployed by him for execution of the proposed hiring of casual labourers contract as per the existing minimum wages promulgated by the Labour Department, Govt. of NCT of Delhi to the skilled/unskilled workers.

1. **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 conservancy labourers 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 conservancy contract as per the existing minimum wages promulgated by the Labour Department, Govt. of NCT of Delhi to the skilled/unskilled workers.

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

3. The Contractor shall obtain a valid 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.

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

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

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

7. IHQ-MoD(N) will nominate an authorized representative who will be present at the place and time of the disbursement of the wages and the Contractor shall ensure the disbursement of the wages in the presence of the authorized representative. The place and time of disbursement shall invariably be in the work premises and during the working hours of the office and the same shall be intimated by the Contractor in advance. The bill for conservancy services should be furnished alongwith the copy of wage roll countersigned by the authorised rep of IHQ-MoD(Navy).

8. It shall be the responsibility of the Contractor to issue employment card to each labour as per the prescribed format and to maintain the muster roll, the wage register and other registers as provided in the Contract Labour (Regulation and Abolition) Act.

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

10. 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).

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

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

(i) Register of Contracts on Form III and Form XII of CLRA-1970 by JDOA (Maint).

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

(i) Register of persons Employed on form XIII of CLRA-1970.

(ii) employment Card on Form XIV within three days of employment of each worker.

(iii) Service Certificate on Form XV is to be issued to every worker on termination of employment for any reason.

(iv) Form of Register of Wages-Cum-Muster Roll as per Form XVII of CLRA-1970. the same will be countersigned by 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.

Part V – Evaluation Criteria & Price Bid issues

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) The technical Bids forwarded by the Bidders will be evaluated by the Technical Evaluation Committee (TEC) with reference to the technical parameters as mentioned in the RFP. Technical Bids complying with all the parameters specified in Appendix-‘A’ of the RFP will qualify for opening commercial bids.
- (c) Commercial bids (**Appendix-B**) of those bidders will be opened who have qualified technically after assessment by technical Evaluation committee.
- (d) Bidders are to send their commercial bids in the prescribed format (**Appendix-B** to RFP) only, failing which their offers may be rejected.
- (e) Bidders quoting lesser or higher wages, taxes and other charges prescribed by the government will be rejected.
- (f) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Commercial-Bid format given at Appendix-‘B’ 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.
- (g) **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 bid/tender without assigning reason whatsoever it may be.
- (h) 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.
- (j) 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.
- (k) The Buyer reserves the right to reject any fictitious quotes or quotes which are found to be unreasonably low.

2. **Service Charges**

- (a) Service Charges are to be quoted on basic cost/wages only for one month.
- (b) The board of officers will fix a reasonable service charge for the said contract.
- (c) Any quotation below 50% of service charge fixed by the board will be rejected commercially.
- (d) The reasonable service charge will be announced at the time of opening of commercial bids.
- (e) The L1 firm will be the lowest acceptable quote other than those disqualified vide para 2(c) above.

FORMAT FOR TECHNICAL BID

Srl.	Description	Details to be furnished by the tenderer	Documentary Evidence required to be attached	Compliance by the tenderer (Yes / No)
1.	Name of the Company with registered address and phone/ fax/mobile numbers		N/A	N/A
2.	Present address with phone/ fax/mobile numbers and name of contact person		N/A	N/A
3.	EPF Registration No. of the firm		Attested copies of EPF Registration Certificate along with receipt of last premium paid.	
4.	ESIC Registration No. of the firm		Attested copies of ESIC Registration Certificate along with receipt of last premium paid.	
5.	GST registration No. of the firm		Attested copies of GST Registration Certificate along with receipt of last premium paid.	
6.	PAN No. in the name of firm or in the name of proprietor of the firm, in case of proprietary firm		Attested copy of PAN Card.	
7.	Whether recognized / licensed by the Ministry of Labour for employing Labour		If yes, attested copy of recognition certificate / license.	
8.	Whether you are in a position to provide the required workmen regularly for the contract period (Answer in Yes/No. If No, indicate number of manpower you can supply, if contract is awarded to your firm)		N/A	

9.	Details of EMD Submitted (indicate mode of payment viz. Demand Draft/Pay Order/FDR alongwith its number, date of issue and issuing bank). Validity of bids 120 days from last date of submission of bids		EMD to be submitted in original.	
10.	Whether you meet the eligibility criteria of Work experience as mentioned in para 6 of Part-II of the RFP/TE.		Enclose relevant documents	
11.	Bank Solvency Certificate issued by the Banker of the tendere on or after the date of issue of this tender enquiry confirming that the tenderer is maintaining his Bank Account satisfactorily for at least last three years.		Latest Copy of Bank Solvency Certificate to be enclosed not more than 3 months old from the date of issue of RFP	
12.	Satisfactory Certificate regarding past performance of the firm (it will be the sole discretion of contract concluding authority to reject any bid)		Documentary evidence is required to be attached	
13.	Acceptance of All Terms & Conditions of the RFP/TE.		N/A	
14	Tender Fee			

Office seal

Place:

Dated:

(Signature of the Tenderer)

Appendix-'B'
Refer Para 7 of Part –II and Para-1(c) of Part-V of RFP/TE

FORMAT FOR COMMERCIAL BID

Sl	Description	Rates Per Day (in Rs.)
a	Casual Labour Cost (LC) for 01 manday (Unskilled)#	
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 (in %) [to be calculated on serial (d) above].	
f	Sub Total (d)+(e)	
g	GST @ 18% (calculated on serial (f) above.	
h	Total cost of 01 Manday Sum Total of (f)+(g)	
	Total Cost of 32000 Mandays	

The labour cost shall be quoted in adherence to latest Minimum Wages of Delhi Govt. on per day basis.

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

Office Seal

Signature of the tenderer
Prop/Partner

Place:

Date: