

Reply should be addressed
To the Commanding Officer

INS India
Dara Shukoh Road
New Delhi -11

Total No. of pages. - 22

Tender Enquiry

To,

M/s _____

| | | | |
|----------|---------------------|--------|-----------|
| Our Ref. | 449/02/Sports Staff | Date : | 14 Dec 17 |
|----------|---------------------|--------|-----------|

**REQUEST FOR PROPOSAL FOR MANPOWER FOR OPERATION & MAINTENANCE OF
SPORTS FACILITIES UNDER INS INDIA**

1. Quotations under Two-bid system (Technical bid & Commercial-Bid) in sealed cover are invited for Hiring of manpower for operation & maintenance of Sports facilities at under INS India. Detailed Scope of Contract and terms & conditions for 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 Bids on the sealed cover to avoid the Bid being declared invalid. The contract is concluded as per Govt. of NCT of Delhi wages hence the firms registered in NCT of Delhi only are eligible to participate in tendering.

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

- (a) Bid/queries to be addressed to: **The Commanding Officer, INS India**
- (b) Postal address for sending the Bid: INS India, Dara Shikoh Road, New Delhi – 11.
- (c) Name/designation of the contact personnel: Lt Cdr A Abinesh, ALOGO (Contracts)
- (d) Telephone no. of the contact personnel:-011-23010506.(Extn- 116)
- (e) E-mail ids of contact personnel/Mob No. abinesh-navy@gov.in
- (f) Fax number: 011-23010647

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. 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.

Part I – General Information

1.
 - (a) RFP reference No. 449/02/Sports Staff
 - (b) Tender will be opened in two bid system: Technical bid and Commercial bid.
 - (c) Last date and time for collection of tenders - **01 Jan 18 by 1500 hrs.**
 - (d) Last date and time for depositing the bids - **15 Jan 18 by 1430 hrs.**
 - (e) **Time and date for opening of Technical bid.** It should be submitted in format of encl. I (enclosed) in sealed cover indicating “**Technical Bid**”. Attested copies of all the documents mentioned in encl. I alongwith EMD should be enclosed with technical bid. Technical bids will be opened by a board of officers on **15 Jan 18 at 1500 hrs** in the presence of tenderer or their authorized reps who may be present at that time. (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 daytime, as intimated by the Buyer)
 - (f) **Time and date for opening of Commercial Bid.** Will be intimated latter who qualified in technical bids. It should be submitted in format of encl. II (enclosed) in separately sealed envelope indicating “**Commercial Bid**”. No documents are required to be attached with commercial bid. Tenderers are advised to quote the prices keeping the bye-laws in vogue concerning with the present tender. Unreasonably inflated deflated bids may be avoided. Cutting/alteration absolute right to reject the tender without assigning reason whatsoever it may be.
2. **Manner of depositing the Bid.** Sealed Bid should be either dropped in the Tender Box marked as Tender for Hiring of Sports Staff Facilities under INS India or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bid sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency). The bidders downloading the RFP from website would have to pay the cost of tender forms Rs. 100/- (Non refundable) in the form of cash as the cost of tender before pre-bid meeting at this office of ALOGO(Contracts), INS India, Dalhousie Road, New Delhi- 110 011. **If any firm fails to submit of tender cost, the tender of said firm would not be accepted.**
3. **Time and date for opening of Bid.** **15 Jan 18 at 1500 hrs.** (If due to any exigency, the due date for opening of the Bid is declared a closed holiday, the Bid 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.** **Main gate, INS India** , Dalhousie Road, New Delhi – 110011 only those Bid that are found in the tender box will be opened. Bid dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bid.** Conference Hall, INS India Dara Shukoh Road, New Delhi – 110011. (The Bidder may depute their representatives, duly authorized in writing, to attend the opening of Bid on the due date and time. Rates and important commercial/technical clauses quoted by all Bidder will be read out in the presence of the representatives of all the Bidder. 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. The technical bids be submitted as per encl. I.

7. **Forwarding of Bid.** Bid should be forwarded by Bidder under their original memo / letter pad inter alia furnishing details like GST number, Bank address with NEFT 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 07 (seven) days prior to the date of opening of the Bid. Copies of the query and clarification by the purchaser will be sent to all prospective bidder who have received the bidding documents.
9. **Modification and Withdrawal of Bid.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bid. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bid. No bid shall be modified after the deadline for submission of bid. No bid may be withdrawn in the interval between the deadline for submission of bid and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
10. **Clarification regarding contents of the Bid.** During evaluation and Comparison of bid, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bid.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote.** Bidder unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bid.** The Bid should remain valid till 180 days from the last date of submission of the Bid.
14. **Earnest Money Deposit.** Bidder are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 2,50,000/- (Rupees Two lakhs fifty thousand only)** along with their bid issued in favour of the Commanding Officer, INS India. 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 EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidder 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), and National Small Industries Corporation (NSIC). 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.
15. **Certificate by Vendor.** It is mandatory for the vendor to fill up the compliance matrix at Appendix 'A' and submit the same along with the bid submitted.

16. **Pre-Bid Meeting.** In order to seek any clarifications regarding terms and conditions of RFP the bidders are requested to assemble at Conference Room, INS India, Dalhousie Road, New Delhi **at 1500 hrs on 08 Jan 18** for pre-bid meeting prior submission of their bids. Any clarification sought after pre-bid meeting will not be entertained.

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

- (a) Firms are to mention the RFP number, date and subject in the quote as well as on the envelope.
- (b) Validity of quotes has to be mentioned in the quotations.
- (c) The EMD submitted by the bidders needs to be mentioned in the bids.
- (d) The bidder should clearly mention outside envelope that it is EMD exempted firm if so.
- (e) The bidders are to give acceptance of compliance matrix placed at Appendix 'A' along with the bids failing which the tenders will be invalid.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements** – List of services required is as follows:-

| Sl. | PARTICULAR | Total required |
|------------|---|-----------------------|
| (a) | Sports Staff Facilities for INS India comprising of following staff:- | |
| | (a) Skilled | 06 |
| | (b) Unskilled | 08 |
| | Total | 14 |

2. **Delivery Period/Period of Contract.** Delivery period for rendering of service would be within 07 days from the date of award of contract and the contract will be in force for three years subject to satisfactory performance of the services by contractor. Please note that Contract can be cancelled unilaterally by the Customer in case services are not rendered within the contracted period. Extension of contracted period will be at the sole discretion of the Customer, with applicability of LD clause. At the end of contract, contractor to pay last month's pay and EPF collection.

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

(a) The bidder must have successfully completed /executed at least one sports services 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. 40 Lakhs**.

(b) 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.

(c) Firm should have the following certificates / documents valid as on date of issue of this RFP:-

(i) **ESI Registration Certificate.** (Attested copies of ESI registration Certificate alongwith latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid). The addresses mentioned in registration certificate should be same as that of the registered firm address.

(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). The addresses mentioned in registration certificate should be same as that of the registered firm address.

(iii) **Good & Service Tax certificate.** (Attested copies of Goods & Service Tax Registration Certificate alongwith latest receipt of premium paid should be attached failing which the certificate / receipt will be considered invalid). The addresses mentioned in registration certificate should be same as that of the registered firm address.

(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 (copy to be enclosed).

(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 Technical Bid.

4. **Technical bid.** The quotation must be submitted by the bidder under two-bid system i.e. Technical-Bid and Commercial Bid to be submitted in separate sealed covers as per formats given in **Encl. I** and **Encl. II** respectively. The documents mentioned in para 3 above should be enclosed with the Technical-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 the compliance statement as per enclosure.

5. **Working days of the INS India.** INS India will be functioning on all days of the month including holidays and Sundays. However, the sports staff will be paid maximum upto 26 days in a month being upper ceiling by Delhi Govt. The functioning of the sports facilities on holidays and Sundays will be maintained by the sports staff by dividing them into shift-wise.

6 **Attendance Register.** The contractor will require to maintain an Attendance Register and presence / absence of manpower deployed by him should be recorded in the register on day-to-day basis. The attendance register shall be submitted for verification to the contract operating authority by 1000 Hrs. on each working day. It should be responsibility of the contractor to ensure that 100% sports staffs are present on each working day failing which penalty will be imposed and such deductions will be made from the outstanding payments / PBG of the contractor. **A copy of attendance register countersigned by respective Oi/c is to be submitted along with the monthly bills for payment.**

7. That the supervisor provided by the contractor may have to carry out certain administrative duties & tasks related to the security of sports facilities existing in the premises of INS India.

8. That in the event of a theft, fire, accident or untoward incident or such mishaps, the Customer will lodge relevant FIR with the police authorities and the Contractor will follow it up. The Contractor will also conduct its own investigation on the matter and submit a report. The Customer after investigation may fix a percentage, if the loss is to be adjusted from the payment due to the Contractor in case of negligence, connivance or direct involvement of any personnel employed by the Contractor to cause theft, damage, to working area.

9. That the Contractor shall ensure implementation sports instructions through the sports facilities staff as and when promulgated by the Customer to ensure a proper sports staff facilities environment. The Contractor shall detail a staff member to carry out a surprise checks once a week (day/night) under intimation to respective Oi/c.

10. **Signing of Contract Agreement.** The successful bidder / contractor will require to sign an agreement with the Customer within 07 days from the date of written intimation to this effect.

12. **Contract Operating Authority.** The sports staff facilities under INS India, New Delhi, once finalized, will be operated by Commanding Officer, INS India Dalhousie Road, New Delhi – 110 011 through its designated officers.

13. **EPF:** - Once the contract is concluded, the contractor has to ensure complete payment of EPF (Accumulated) to each employee. Along with the last month bill, the contractor also has to submit a certificate stating that they have paid the accumulated EPF to each employee. If the contractor is found defaulting for the same, the particular firm would be immediately recommended for blacklisting with no further participation in any tendering of the unit/ Navy.

14. **Consignee details.** The Commanding officer
INS India
Dalhousie Road
New Delhi- 110011

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

4. **Penalty for use of Undue influence.** The 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 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 Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any offers by the 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 to cancel the contract and all or any other contracts with the Contractor and recover from the Contractor the amount of any loss arising from such cancellation. A decision of the Customer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Contractor towards any officer/employee of the Customer or to any other person in a position to influence any officer/employee of the Customer for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/ penalty as the Customer 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 Customer.

5. **Agents / Agency Commission.** The Contractor confirms that it 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 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 Contractor agrees that if it is established at any time to the satisfaction of the Customer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Customer that the 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 Contractor will be liable to refund that amount to the Customer. The 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 will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by the Customer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Customer 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 that the Contractor 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 Contractor, on a specific request of the Customer, shall provide necessary information/ inspection of the relevant financial documents/information.

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

8. **Liquidated Damages.** In the event of the Contractor's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods/services as specified in this contract, the Customer may, at his discretion, withhold any payment until the completion of the contract. The CUSTOMER may also deduct from the CONTRACTOR as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the total contract value.

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

(a) The delivery of the material/services is delayed for causes not attributable to Force Majeure for more than (**02** months) after the scheduled date of delivery.

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

(c) The delivery of material/services is delayed due to causes of Force Majeure by more than (**03** months) provided Force Majeure clause is included in contract.

(d) The Customer has noticed that the Contractor 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.

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

11. **Transfer 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.

12. **Patents and other Industrial Property Rights.** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered

charges, trademarks and payments for any other industrial property rights, as applicable. The Contractor shall indemnify the Customer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Contractor shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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

14. **Taxes and Duties.** The rates offered by the Contractors shall be all inclusive and all applicable taxes, levies and other Statutory Obligations shall be included in the quoted price. No additional payment towards execution of this contract will be made to the successful CONTRACTOR / contractors.

15. **Goods and Service Tax.** 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.

Part IV – SPECIAL CONDITIONS OF CONTRACT

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 date of end of contractual obligations. 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 year and the lumpsum amount credited to individuals account on completion of contract for clearance of PBG.

2. **Extension of Contract.** The buyer reserves the right to extend the contract as per the laid down regulations. The bidder is to confirm the acceptance of the same for inclusion in the contract and should also clearly mention it in his quotations while submitting the Bids. 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. **Option Clause.** NA

4. **Repeat Order Clause** NA

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, Buyer reserves the right to increase or decrease the quantum of goods/ services by upto 25% of the tender quantum without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered has been increased or decreased by the Buyer within this tolerance limit.

6. **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/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

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

- (i) Wages paid as per the Minimum Wages promulgated by Delhi Govt. of NCT of Delhi Region.
- (ii) Service Charges per month.
- (iii) EDLI & Admin Charges.
- (iv) Employer EPF share
- (v) Employer ESI share

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

- (i) Contingent Bill
- (ii) Consolidated Bill by Vendor for items at para 1 of part II and para 6(a) (i) to, (v) above.

- (iii) Form of Register of Wages-Cum-Muster Roll as per Form XVII countersigned by officer-in-charge or an officer nominated by him.
- (iv) Copy of EPF and ESI challan of along with details of amount deposited in the account of each employee.
- (iv) Certificate duly signed by contractor and countersigned by respective O/ic having paid minimum wages to the sports staff.
- (v) Xerox copy of PBG.
- (vi) Xerox copy of contract agreement.

(c) **Responsibility of payment of wages as per Section 21 of CLRA – 1970.** The contractor shall make payment to the sports staff employed on monthly basis under the contract in the presence of respective Oi/c or an officer nominated by him in the premises of respective area on or before the 7th of every month on a date mutually convenient to both the parties. The payment in any case shall not be delayed beyond the 7th of the following month. In case the contractor fails to make payment of wages within the period or makes short payment, Indian Navy reserves the right to make payments to the sports staff by deducting from any amount payable to the contractor under any contract or as debt payable by the contractor.

(d) 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 on monthly basis** 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 duly signed by respective O/ic with bill having paid minimum wages to the sports staff as per rates promulgated by Delhi Govt. The payment will be made through JCDA(N), Project Sea Bird, RK Puram, New Delhi.

(e) The contractor shall introduce individual salary slip of employees and produce the proper details of payment made to the employees along with their individual salary slip while forwarding of monthly bill for onward submission to CDA(N).

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

(g) The payment to the contractor will be made by JCDA (Navy) on post monthly basis subject to satisfactory services during the period. The payment of statutory charges like EPF, EDLI, ESI etc. will be made to the contractor on monthly basis on actual 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 No of employees within one month and copy of ESIC smart Card of all sports staff within three months of award of contract.

(h) The contract rates shall be based on existing Minimum Wages promulgated by the Delhi Govt., and will be subject to revision on revision of Minimum Wages by Delhi Govt. 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.

7. **Advance Payments.** No advance payment(s) will be made and payment to the sports staff will not be linked with clearance of bills by JCDA (N).

8. **Paying Authority.** **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 following documents, whichever applicable, by the Contractor to the Paying Authority along with the bill:-

- (i) Ink-signed copy of contingent bill / Contractor's bill.

- (ii) Ink-signed copy of Commercial invoice / Contractor's bill.
- (iii) Copy of Contract with U.O. number and date of IFA(N)'s concurrence, where required under delegation of powers.
- (iv) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (v) Performance Bank guarantee / Indemnity bond where applicable.
- (vi) DP extension letter with CFA's sanction, U.O. number and date of IFA (N)'s concurrence, where required under delegation of powers, indicating whether extension is with or without LD.
- (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) Any other document / certificate that may be provided for in the contract.
- (x) Satisfactory certificate duly ink signed by respective Oi/c.

9. Risk & Expense clause

(a) Should the stores / services not be delivered with the time or time specified in the contract documents, the Customer shall, after granting the Contractor 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, declare the contract as cancelled either wholly or to the extent of such default.

(b) In such case, the Customer can hire these services from outside source as deemed fit by him at the risk & expense of the contractor and expenditure on this account can be settled from the outstanding payment of firm / PBG deposited by the firm.

10. Force Majeure

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

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

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

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

(e) If the possibility 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 received.

11. **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 sports staff 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 sports facilities staff contract as per the existing minimum wages promulgated by the Delhi Govt . for sports facilities staff.

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

13. The Contractor shall obtain a valid license from the competent Licensing Officer under the provisions of Contract Labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 including license from Home Ministry 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.

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

15. 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.

16. The Contractor shall fix the wage period not exceeding one month to make payment to the sports staff employed by him and shall ensure payment before expiry of the 7th day after the last of the wage period.

17. **Respective Oi/c** 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 sport facilities services should be furnished alongwith the copy of wage roll countersigned by the **respective Oi/c**.

18. It shall be the responsibility of the Contractor to issue employment card to each sports staff 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.
19. 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.
20. 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).
21. That the Contractor agrees not to replace any sports staff without prior intimation and consent of the Customer.
22. That all sports staff employed by the Contractor will be between the age group of 18 to 45 years and in sound state of health and at least matriculate or service education equivalent. The staff on duty will always be smartly turned out. The Contractor agrees that all their employees shall be bona-fide Indian citizens with high integrity and moral values. The Contractor also agrees that all sports facilities staff are thoroughly verified by the police and the verification details on record with the Customer. Identity cards for sports staff will be issued by the Contractor and counter signed by the sports officer of the establishment.
23. That the Contractor shall provide necessary uniforms, batons, torches, cells, protective clothing and other equipment/material required for the efficient performance of sports personals. The sports personnel employed on duty must have smart military bearing and have drills and uniforms.
24. That the Contractor shall maintain records of attendance, leave, duty, roster and other relevant records keeping the Customer apprised every week or as specified by the Customer.
25. That the Contractor agrees to produce any document like, details of payments of wages as required to be maintained by law, including the labour law currently in force, at the time for verification/inspection by the Customer on demand.
26. **Uniform.** It will be sole responsibility of the contractor to ensure that the sports staff hired for the contract are turned up smartly in distinct/neat uniform of the firm. In order to maintain neat and clean uniform atleast two pair of uniforms to be provided to sports staff per annum. **If contract is extended, new uniforms to be provided for the extended period.**
27. **Police Verification.** At all times, the contractor will be responsible to ensure that sports staff engaged by him are security cleared by Police Station/concerned authority of worker's residential 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.
28. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The Commanding Officer, INS India shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the contractor's employees performing duties under this contract.
29. The contractor shall be solely responsible to comply with all statutory sports requirements in respect of the manpower engaged by the firm and INS India shall not be a party to any dispute arising out of such deployment by the contractor.

30. The sports staff 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 INS India.

31. **Attendance Register.** The contractor will require to maintain an attendance Register and presence / absence of manpower deployed by him should be recorded in the register on day-to-day basis. The attendance register shall be submitted for verification to the contract operating authority by 1000 Hrs. on each working day. It should be responsibility of the contractor to ensure that 100% sport facilities staff are present on each working day failing which penalty will be imposed and such deductions will be made from the outstanding payments / PBG of the contractor. **A copy of attendance register countersigned by respective Oi/c is to be submitted along with the monthly bills for payment.**

32. **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 Register of Contractors on Form III and Form XII of CLRA – 1970 by respective Oi/c.

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

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

(ii) Employed Card on form XIV within three days of employment of each 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 **respective Oi/c** 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.

33. **Warning Clause.** In case any complaint is received from users, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment/material supplied:-

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

34. **Replacement of Sports Staff.** Any replacement due to any other reason of sports staff deployed by contractor should be in knowledge of respective Oi/C (V) by giving an application in 15 days advance. **Also the contractor shall ensure that unwanted replacement/change of staff within 06 months of employment to be avoided.** The Contractor shall change the sports staff with-in 24 hrs if the concerned person shall commit any of the following :-

- (a) Any act of Disobedience.
- (b) Negligent performance of duty.
- (c) Sleeping while on duty.
- (d) Any act of dishonesty.
- (e) Indulging in illegal activity which may jeopardize the interests of the Govt. and Customer.

- (f) Any other misconduct.
- (g) Use of alcohol or any other drugs while on duty or on the premises of the Mess.

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

36. **Contract Operating Authority.** The sports staff contract for INS India, New Delhi, once finalized, will be operated by Commanding Officer, INS India Dalhousie Road, New Delhi – 110 011 through its designated officers.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids 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 Lowest Bid will be decided upon the lowest price quoted by the Particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows.
- (c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity including various charges, 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.
- (d) The Lowest Acceptable Bid will be considered further for a cement of contract after complete clarification and price negotiations as decided by the Buyer. The Buyer also reserves the right to do apportionment of services, if it is convinced that Lowest Bidder is not in a position to supply full services in stipulated time.
- (e) The bidder are required to spell art the rates of GST as notified by the Govt.

2. **Service Charges**

- (a) Service charges are to be quoted as a whole amount for labourer and supervisor one month which may include the various components like 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.
- (b) A 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 tenders of the firms quoting unreasonably low service charges, less minimum wages, EPF, ESI etc. will not be entertained and may be delisted from the given range of the services.
- (f) The L1 firm will be determined on composite basis based on the lowest acceptable quote other than those disqualified vide para (c) & (e) above.

3. **Commercial bids.** The commercial Bid format is given below and bidders are required to fill this up correctly with full details and submit on firms letter head or in the RFP.

| SI | Description | Unskilled | Skilled |
|-----------|---|------------------|----------------|
| (a) | Basic + VDA | | |
| (b) | EPF @ 12% on SI (a) | | |
| (c) | EDLI & Administrative Charges @ 1.36% on sl (a) | | |
| (d) | ESI @ 4.75% on SI (a) | | |
| (e) | Total Sum of SI. (a) to (d) | | |
| (f) | Service charges @ ____% on SI (e) above | | |
| (g) | Total sum of SI. (e) + (f) | | |
| (h) | Total for 01 Unskilled and 01 Skilled for one month | | |
| (j) | Total for 08 Unskilled and 06 Skilled for one month | | |
| (k) | Total for 08 Unskilled and 06 Skilled for 36 months | | |
| (l) | GST as applicable | | |
| (m) | Grand Total | | |
| (n) | Total Value R/Off | | |

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

FORMAT FOR TECHNICAL BID

| Sl. | 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 | | Registered address should be same as mentioned on EPF, ESIC, Service Tax Labour Licence & PSARA license Certificate. | 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 on the firm's registered address above (latest challan attested) | | Attested copies of EPF Registration Certificate along with receipt of last premium paid. | |
| 4. | ESIC Registration No. of the firm on the firm's registered address above (latest challan attested) | | Attested copies of ESIC Registration Certificate along with receipt of last premium paid. | |
| 5. | Goods & Service Tax registration No. of the firm on the firm's registered address above | | Attested copies of Service Tax 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 manpower | | 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) | | EMD to be submitted in original. | |
| 10. | Whether you meet the eligibility criteria of work experience as mentioned in para 2(a) of Part-II of the RFP/TE. | | As indicated in para 3(a) of Part-II of the RFP/TE. | |
| 11. | 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 to be enclosed either in original or photocopy of the certificate to be attested by bank. | |
| 12. | Acceptance of All Terms & Conditions of the RFP/TE. | | N/A | |

Office seal

Place:

Dated:

(Signature of the Tenderer)

FORMAT FOR COMMERCIAL BID

1. Consolidated charges including service taxes, levies etc. on monthly basis for Sport Facilities Staff Contract at INS India.

| Sl | Description | Unskilled | Skilled |
|-----------|---|------------------|----------------|
| (a) | Basic + VDA | | |
| (b) | EPF @ 12% on Sl (a) | | |
| (c) | EDLI & Administrative Charges @ 1.36% on sl (a) | | |
| (d) | ESI @ 4.75% on Sl (a) | | |
| (e) | Total Sum of Sl. (a) to (d) | | |
| (f) | Service charges @ ____% on Sl (e) above | | |
| (g) | Total sum of Sl. (e) + (f) | | |
| (h) | Total for 01 Unskilled and 01 Skilled for one month | | |
| (j) | Total for 08 Unskilled and 06 Skilled for one month | | |
| (k) | Total for 08 Unskilled and 06 Skilled for 36 months | | |
| (l) | GST as applicable | | |
| (m) | Grand Total | | |
| (n) | Total Value R/Off | | |

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

Office Seal

Place:

Signature of the tenderer
Prop/Partner

COMPLIANCE MATRIX BY THE VENDOR

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

| <u>Ser No</u> | <u>Clause</u> | <u>Compliance</u> | <u>Yes/No</u> |
|----------------------|---|---|----------------------|
| 01 | Para 7 part I of RFP. Documentary proof of VAT/CST Registration, TIN No or any other registration by any government organisation mandatory for executing the contract should be enclosed. | Self-attested documentary proof attached | |
| 02 | Para 14 part I of RFP – EMD In case vendor is registered with DGS&D, NSIC, please enclose self-attested copy of valid registration certification | Self-attested documentary proof attached | |
| 03 | Para 2 of Part II of RFP – Eligibility criteria | | |
| 04 | Para 1, Part IV of RFP | Acceptance of PBG Clause | |
| 05 | Para 5 and 7, part IV of RFP | Acceptance of E-payment and Payment terms | |
| 06 | Para 1 of part V of RFP | Acceptance of evaluation criteria | |
| 07 | Para 2 of Part V of RFP | Acceptance of Service Charges | |
| 08 | Acceptance of Standard Conditions of Contract as per DPM – 09 | Standard Conditions of Contract as per DPM – 09 have been read and understood in all aspects and acceptable, and there is no objection to including the same in the Contract Agreement. | |

Office Stamp

Signature of Bidder