

Reply should be addressed
To the Commanding Officer

INS India
Dara Shukoh Road
New Delhi -11

449/02/Outsourcing services (Labour)

Sep 19

Tender Enquiry

To,

M/s _____

**REQUEST FOR PROPOSAL FOR OUTSOURCING OF
SERVICES FOR HANDLING OF GOVERNMENT STORES
AT STATION VICTUALLING YARD (NAVY)**

1. Quotations under Two-bid system (Technical bid & Commercial-Bid) in sealed cover are invited for Annual Contract for outsourcing of services, comprising of 15 labours for SVY(N), 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.

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: **The Commanding Officer, INS India**
- (b) Postal address for sending the Bids: SVY (N), Chnakya bagh, Chanakyapuri, New Delhi – 110011.
- (c) Name/designation of the contact personnel: The Officer-in-Charge, SVY(N)
- (d) Telephone numbers of the contact personnel: 8800197201
- (e) E-mail ids of contact personnel/Mobile No. 8800197201
- (f) Fax number: 011-23010545.

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.

Contd...2/-

Part I – General Information

1. (a) RFP reference No. 449/02/Outsourcing services (labour).
(b) Tender will be opened in two bid system: Technical bid and Commercial bid.
(c) Last date and time for collection of bids – **30 Sep 19 by 1400 hrs.**
(d) Last date and time for depositing the bids- **30 Sep 19 by 1700 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 to be enclosed with Technical bid. Technical bids will be opened by a board of officers on **01 Oct 19 at 1030 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)

(e) **Time and date for opening of Commercial Bid.** Will be intimated later 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 Annual Contract for Outsourcing of Services for SVY(N)** at Main Gate, 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 would have to pay the cost of tender forms (Rs. 250/-) in the form of cash the cost of tender before prebid meeting at this office of The Officer-in-Charge,SVY (N),Chanakya Bagh, Chanakyapuri, New delhi- 110021. **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 Commercial Bid.** The date & time will be intimated to the successful technical bidders (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, Dara Shukoh 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 TIN number, VAT/CST 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 14 (fourteen) 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. 5,50,000/-** (Rupees **Five lakh 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. 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 provide fair opportunity to firms seeking any clarification regarding contents of the RFP a pre-bid meeting will be held at **1400 hrs on 20 Sep 19** at SVY (N), Chanakya Bagh, Chanakyapuri, New delhi- 110021 prior submission of their bids. Any firm who could not communicate as per para 8 above for any clarification may avail this opportunity.

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

- (a) Firms should mention the RFP number, date and subject in the quote as well as on the sealed 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 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 RFP

1. **Schedule of Requirements.** The scope of Annual Contract for Outsourcing of Administrative Services for handling of Govt. Store at SVY(N) and number of labourers expected are 15 (unskilled).

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

(a) The bidder must have successfully completed /executed at least one such 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. 20 lakhs.

(b) As documentary evidence of the eligibility criteria mentioned in subpara (a) above, copies of contracts / supply orders along with satisfactory contract / order execution reports 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).

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

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

3. **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 2 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.

4. **Manpower Requirement.** The contractor would require providing estimated 15 Casual Labourers (unskilled) for execution of the proposed contract.

5. **Working days of the SVY(N).** The SVY(N) is functioning Monday to Friday every month. However, on every Saturday, Dry rations are being packed for home delivery and sometimes ration is collected from ASC on Saturday. Hence, outsourcing of services are required for 22 days in a month and 26 days being upper ceiling by Delhi Govt.

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 viz. **Oi/c SVY (N)** by 10:00 Hrs. on each working day. It should be responsibility of the contractor to ensure that 100% casual labourers 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 Oi/c SVY (N) is to be submitted along with the monthly bills for payment.**

7. **Scope of Work.** (a) All labourers should report to SVY(N) by 0900 hrs on all working days till 1730 hrs.
- (b) Collection of dry ration from ASC depot and unloading at SVY(N) and Victualling Stores, Chankyapuri premises.
- (c) Unloading of dry ration viz. condiments received from Base Victualling Yard, Mumbai for issue to Ships Galley, RIK Officers and both Naval Officers Messes.
- (d) Receipt , storage of fresh rations i.e bread, vegetables, meat products, milk fresh and butter from various sources of supply.
- (e) Packing of dry and fresh rations for issue to officers and sailors drawing Ration in Kind.
- (f) Home delivery of rations.
- (g) Preservation and maintenance of store rooms.
- (h) Returning of empty packing material to survey yard.
- (j) All other jobs as directed by Oi/C SVY(N).

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

9. **Contract Operating Authority.** Outsourcing of services are required for **SVY(N)** New Delhi, once finalized, will be operated by Commanding Officer, INS India Dara Shukoh Road Road, New Delhi – 110 011 through its designated officers.

Part III Standard Condition of RFP

1. Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. Failure to do so may result in rejection of the Bid submitted by the Bidder.
2. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
3. **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.
4. **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.
5. **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 disfavor 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 offence 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, 1988 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.

6. **Agents/Agency Commission.** The Contractor confirms and declares to the Customer that the Contractor 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 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.

7. **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.

8. **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.

9. **Liquidated Damages.** In the event of the Contractor's failure to render the services in within the delivery period specified in this contract, the Customer may, at his discretion, withhold any payment until the completion of the contract. The Customer may also deduct liquidated damages from the Contractor as agreed, to the sum of 0.5 % of the contract price of the Delayed 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 value of delayed services.

10. **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) Providing of services is delayed for causes not attributable to Force Majeure for more than (01 months) after the scheduled date of delivery.
- (b) The Firm/Contractor is declared bankrupt or becomes insolvent.
- (c) Providing of services is delayed due to causes of Force Majeure by more than (03 months) provided Force Majeure clause is included in contract.
- (d) At the sole discretion of Commanding Officer Unilaterally.
- (e) 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.
- (f) As per decision of the Arbitration Tribunal.

11. **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.

12. **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.

13. **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. 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.

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

15. **Goods and Service Tax.**

Durance in the total costs to the supplier / contractor on account of charges in the tax structure after the implementation of GST of due to the benefits of input audits during the period of the contract will be passed order to the buyer.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Contractor in the Contract) as selected by the Customer. 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 contract. The specimen of PBG is given in Form DPM-15, (Available in MoD website and can be provided on request).

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 the quotation while submitting of 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 25% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

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

- (a) 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) 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(a) & (c) of part II and 5(a), (iii), (iv) & (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) Xerox Copy of PBG.

- (v) Copy of EPF and ESI challan of respective month along with details of amount deposited in the account of each employee.
 - (vi) Certificate duly signed by contractor and countersigned by O/ic SVY(N) having paid minimum wages to the workers.
- (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 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 on the bill of having paid minimum wages to the labourers as per rates promulgated by Govt. of Delhi. The payment will be made by this office, Station Victualling Yard (N), Chanakya bagh, Chanakyapuri, New Delhi.
- (d) 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.
- (e) Amount of Penalty / Risk Expense etc., if any, will be deducted from the billing amount.
- (f) The payment to the contractor will be made by this office on post monthly basis subject to satisfactory services during the period. The payment of statutory charges like EPF, EDLI, ESI will also made to the contractor with monthly bill 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 labourers within three months of award of contract.
- (g) The contract rates shall be based on existing Minimum Wages promulgated by the Labour Department, Govt. of NCT of Delhi, and will be subject to revision on revision of Minimum Wages by Department of Labour, Govt. of NCT of Delhi for which intimation letter shall be submitted by the Contractor along with copy of Govt. order to this effect. The payment to the contractor will be enhanced in accordance with revised minimum wages after approval of competent authority.

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

8. **Paying Authority**

(a) **The Commanding Officer, INS India, Dara Shukoh Road Road, New Delhi - 11.**

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's concurrence, where required under delegation of powers.
- (iv) 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).
- (v) Documentary evidence of EPF, ESIC contributions paid by the contractor.
- (vi) Photocopy of PBG.
- (vii) Copy of attendance register duly countersigned by authorised rep of customer.

9. **Penalty / Risk & Expense.** In case, the contractor fails to carry out on any day, any of the work ordered by Oi/C SVY(N) or person delegated by him/her to carryout works in respect of SVY(N) or falls short in providing requisite manpower, on account of such breach pro rata recovery through Risk & Expense along with penalty equal to **1% of the total monthly charges everyday of absence / short supply of manpower** will be recovered from the monthly bill of the contractor. The quantum of recovery will be decided by the Commanding Officer INS India which will be binding & final.
10. The Customer will have the right to make good any shortfall in the services of the contractor at his risk and cost by hiring manpower's 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.
11. In case of contractor failing to arrange proper **uniform** as specified in para 27 for his conservancy staff or failing to make payment within stipulated time i.e. by 7th of the month, contract will be terminated after issuing warning as per para 31 of part IV.
12. 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.
13. **Force Majeure**
- (a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods 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 impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

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

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

16. 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 award 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.

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

18. The Contractor shall pay to the laborer 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.

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

20. **Oi/c SVY(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 **Oi/c SVY(N)**

21. 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.

22. 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.

23. 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).

24. **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 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.

25. 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.

26. 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 The Commanding Officer INS India shall not be a party to any dispute arising out of such deployment by the contractor.

27. 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 Commanding Officer INS India.

28. **Uniform.** The Casual labour staff deployed by the Contractor shall be in distinct/neat uniform including dangri/shirt/trouser alongwith cap and pair of canvass shoes for casual labourers, with logo of the firm embossed. Samples of the **uniform** are to be approved by the Contract Operating Authority, Oi/C SVY(N) at least 10 days prior to commencement of the contract. In order to maintain neat and clean uniforms at all times at least two set of uniforms to be issued to employees per annum.

29. **Responsibility of payment of wages as per Section 21 of CLRA – 1970.**

30. The contractor shall make payment to the contract labour employed on monthly basis under the contract in the presence of Oi/c SVY(N) or an officer nominated by him in the premises of Oi/C SVY(N) 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 contract labour by deducting from any amount payable to the contractor under any contract or as debt payable by the contractor.

31. **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 Oi/C SVY(N).

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

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

(ii) 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 **Oi/c, SVY(N)** or an officer appointed by him on the day the wages is paid in the presence of the representative of the Principal Employer.

(v) Wage Slip as per Form XIX of CLRA-1970, which will be issued to each worker on the day the wages is paid in the presence of the representative of the Principal Employer.

32. **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 |

Part V – Evaluation Criteria & Price Bid issues

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

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

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Customer with reference to the technical characteristics of the equipment/items and terms & conditions as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Commercial-Bid format given at **enclosure-II'** 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 his bid will be rejected.** All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Customer would be the deciding factor for ranking of Bids.

(d) **No document is required to be attached with the commercial bid.** Bidders are advised to quote the prices keeping the bye-laws in vogue concerning with the present tender. **Unreasonably inflated or deflated bids may be avoided.** Cutting/alteration made in the tender shall render it invalid. The Commanding Officer INS India reserves the absolute right to reject the tender without assigning reason whatsoever it may be.

(e) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity including standard taxes applicable as on date issued by the Govt., the unit price will prevail and the total price will be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

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

2. **Service Charges.**

- (a) Service charges are to be quoted as a whole amount for 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, Rent, Electricity charges, Profit and other overhead expenses including cost of uniforms.
- (b) A board of officers will fix a reasonable service charge including cost of uniform 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, Service tax etc. will not be entertained and may be delisted from the given range of the services.
- (f) The L1 firm will be the lowest acceptable quote other than those disqualified vide para (c) to (e) above.

3. **Commercial bids.** The Commercial Bid Format is given below and Bidders are required to fill this up correctly with full details on their firms letter head and submit as Commercial bids.

SL.	Description	Labourers (Unskilled)
(a)	Basic + VDA	
(b)	EPF @ ____ % on SI (a)	
(c)	EDLI & Administrative charges @ __ % on SI (a)	
(d)	ESI @ ____ % on SI (a)	
(e)	Total for one month for 01 Unskilled labour	
(f)	Service charge on SI (e) above @ _____	
(g)	Total for One month for 01 Unskilled labour	
(h)	Total for One month for 15 Unskilled labourers	
(k)	GST @ ____ %	
(l)	Total {SI (h) + (k)}	
(m)	Total Value R/Off	
(n)	Total Value for one year	
(p)	Total value for three years	

SdXXX
(SC Choudhary)
Lt Commander
Officer-in-Charge, SVY(N)

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			
2.	Present address with phone/ fax/mobile numbers and name of contact person			
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.	Service Tax registration No. of the firm		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 Labour		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)			

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 3(a) of Part-II of the RFP/TE.		As indicated in para 3(b) of Part-II of the RFP/TE.	
11.	Bank Solvency Certificate issued by the Banker of the tenderer 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.		Bank Solvency Certificate to be enclosed either in original or the original to be made available at the time of opening of bids if photocopy is enclosed.	
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 Casual labourer Contract for SVY(N).**

SL.	Description	Labourers (Unskilled)
(a)	Basic + VDA	
(b)	EPF @ _____ % on SI (a)	
(c)	EDLI & Administrative charges @ ___ % on SI (a)	
(d)	ESI @ _____ % on SI (a)	
(e)	Total for one month for 01 Unskilled labour	
(f)	Service charge on SI (e) above @ _____	
(g)	Total for One month for 01 Unskilled labour	
(h)	Total for One month for 15 Unskilled labourers	
(k)	GST @ _____ %	
(l)	Total {SI (h) + (k)}	
(m)	Total Value R/Off	
(n)	Total Value for one year	
(p)	Total value for three years	

2. 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.

3. Quoting the service charge and cost of cleaning material & uniform to be followed as per para 2 of Part V of RFP.

Office Seal

Signature of the tenderer
Prop/Partner

Place:

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)

Ser No	Clause	Compliance	Yes/No
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 or any other Govt. organisation, please enclose self-attested copy of valid registration certification	Self-attested documentary proof attached	
03	Para 2 of Part II of RFP – Delivery/contract Period	Please indicate delivery/contract period is acceptable	
04	Para 4 Part II of RFP Confirmation to all technical specifications and requirements as per Part II of RFP.	Please specify variations if any clearly in the technical bid in case of two bid system and in commercial bid in case of single bid.	
05	Para 1, Part IV of RFP	Acceptance of PBG Clause	
06	Para 5 and 7, part IV of RFP	Acceptance of E-payment and Payment terms	
07	Para 1 of part V of RFP	Acceptance of evaluation criteria	
08	Para 2 of Part V of RFP	Acceptance of Service Charges & Cleaning material	
09	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

