

Office of the Controller of Accounts

Ministry of Earth Sciences

Mausam Bhawan Lodhi Road

New Delhi- 110003

Advertised tender Enquiry- Hiring of Services of Data Entry Operator and Office boys.

Sealed tenders are invited for and on behalf of the President of India from the registered, authorized, reputed and experienced Service Provider/firm/Supplier/Agency for providing Data Entry Operators and Office boys for minimum one year to Departmental Accounting Organization, Ministry of Earth Sciences. Detailed tender document can be obtained from the Principal Accounts Office, Mausam Bhawan, New Delhi on any working day between 10.00 AM to 4.00 PM on payment of Rs.500/- (non-refundable) in cash till 17-10-2011. Complete tender document can also be downloaded from our website www.moes.gov.in. The down loaded tender document can be submitted by paying Rs.500/- in the form of D.D./Pay Order in favour of PAO (Sectt), MoES to be enclosed with the filled in tender form.

2. Sealed tenders complete in all respect super scribed on “Tender for Engagement of DEOs and Office boys in Pay & Accounts Offices at New Delhi” must be submitted to the Sr. Accounts Office (Admn.), Pr. Accounts Office, Ministry of Earth Science latest by 19-10-2011 up to 1400 hrs or may be sent to address mentioned in the tender document. The tender must be accompanied with an EMD of Rs.45000/- (Rs. forty five thousand only) as prescribed in tender document valid for at least six months.

3. The tender will be opened on 19-10-2011 at 1500 hrs. The Controller of Accounts, Ministry of Earth Sciences reserve the right to accept or reject any or all tenders in parts or full without assigning any reason. The tenderers or their authorized representative may attend opening of tenders on 19-10-2011.

(Jagdish Prasad)

Sr. Accounts Officer

Pr. Accounts Office

Ministry of Earth Sciences

Tel: 011-24642151

Office of the Controller of Accounts
Ministry of Earth Sciences
Mausam Bhawan Lodhi Road
New Delhi- 110003

REQUEST FOR PROPOSAL

Invitation of Bids for engagement of 10 Data Entry Operators and 05 Office boys in Departmental Accounting Organization of MoES at New Delhi.

Request for Proposal (RFP) No. 01 Dated 29 /9/2011

1. Bids in sealed cover are invited for and on behalf of President of India for engagement of Data Entry Operators and Office boys listed in Part II of this RFP. Please superscribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

| | | |
|----|---|---|
| a. | Bids/queries to be addressed to | Sh. Jagdish Prasad, Sr.A.O.(Admn), Pr. Accounts Office, MoES |
| b. | Postal address for sending the Bids | Room No. A-20, Old building, Mausam Bhawan New Delhi |
| c. | Name/designation of the contact personnel | Sh. Jagdish Prasad, Sr. Accounts Officer(Admn), Pr. Accounts Office |
| d. | Telephone number of the contact personnel | 011-24642151 |
| e. | e-mail ids of contact personnel | prao_moes@yahoo.com |
| f. | Fax number | 011-24642151 |

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, cost of tender document, EMD, place of submission and opening of tenders, Validity period of tenders, etc.
 - b. **Part II:** Containing essential details of the services required, such as the Schedule of Requirements (SOR), Technical qualification of DEO and Office boys.
 - 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. **Last date and time for depositing the Bids:**

19-10-2011

1400 hrs.

The sealed Bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as “engagement of Data Entry Operators and Office boys” in Room No. A-20, Old building, Mausam Bhawan New Delhi or sent by registered post at the address given in para (2) at first page 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. Bids sent by FAX or e-mail will not be considered.

3. **Time and date for opening of Bids:**

19-10-2011

1500 hrs

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the customer).

4. **Location of the Tender Box:**

Room No. A-20, Old building, Mausam Bhawan New Delhi

Only those Bids that are found in the tender box or handed over to Sr. Accounts Officer(Admn), Pr.A.O. will be opened.

5. **Place of opening of the Bids:**

Room No. 414, SATMET Building, Mausam Bhawan, New Delhi. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, Service Tax Registration number, VAT/CST number, Bank address with EFT Account etc. and complete postal & e-mail address of their office.

7. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the customer in writing about the clarifications sought not later than 10(ten) days prior to the date of opening of the Bids,. Copies of the query and clarification by the customer will be sent to all prospective bidders who have received the bidding documents.
8. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the customer prior to deadline prescribed for submission of bids. A withdrawal notice may be 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 customer not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
9. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the customer 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.
10. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD, Conditional tenders will be rejected.
11. **Unwillingness to quote:** Bidders 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.
12. **Validity of Bids:** The Bids should remain valid till 31.3.2012.
13. **Cost of tender:** The detailed tender document can be obtained from the Pr. Accounts Office(Admn), MoES on any working day between 10.00AM to 4.00PM on payment of Rs. 500/- (non refundable) in cash till 14-10-2011. Complete tender document can also be downloaded from our web site www.moes.gov.in. The downloaded tender document can be submitted by paying Rs. 500/- (Rs. Five Hundred Only) in the form of Demand Draft/Pay order in favour of PAO (Sectt), MoES to be enclosed with the filled in tender form.
14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 45000/- (₹ forty five thousand only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker's Cheque in favour of PAO(Sectt), MoES or Bank Guarantee from any of the Public Sector Banks or a private Sector Bank authorized to conduct government business as per Annexure-I. EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as

called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organisation (e.g. DGS&D), National Small Industries Corporation(NSIC) or with MoES. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Part II -Essential details of Items/Services required

1. **Schedule of requirements:** Number of Data Entry Operator and Office boys services required is as follows:

| Sl. No. | | |
|---------|--------------------|--------------|
| 1. | No. of DEOs | 10 (Ten) |
| 2. | No. of Office boys | 05 (Five) |
| | Total | 15 (Fifteen) |

2. **Eligibility criteria and technical details:**

- (i) The contractor/supplier should have at least minimum two years of experience in providing minimum 10 Data Entry Operators and 05 Office boys to any Government department/Ministry/PSU along with documentary evidence i.e. supply order/ Job-order/ copy of contract etc.
- (ii) The contractor/supplier should have enough trained/experienced Data Entry Operator and Office boys to carry out official work.
- (iii) The Contractor/supplier should have valid registration number with concerned govt. authority for supply of DEOs and Office Boys and should not have any involvement in illegal activities/fraud and not have banned by any department/ organisation.
- (iv) The rates quoted should confirm to the rates prescribed under the minimum wages Act and other such applicable Acts at the time of opening the bids.
- (v) All services shall be performed by persons qualified and skilled in performing such services.
- (vi) The contractor/supplier should have to comply with the norms of Central Government and Delhi Government as regards to monthly payment to individual DEO and Office boys while submitting their price bids..
- (vii) The persons who will be employed as Data Entry Operator by contractor/ suppliers must have following minimum qualifications and attributes:
 - (a) They must be graduate in any discipline from recognized University.
 - (b) They must be well versed with the use of MS Office, Excel package, Power point presentation and must possess a English typing speed of 40 words per minute.
 - (c) They must have good moral character and nice behavior while working.

- (d) They should not reveal the official nature of work to outsiders and must maintain confidentiality and integrity.
- (viii) The persons who will be employed as Office boys by contractor/suppliers should have minimum qualification and activities.
 - (a) They must be literate.
 - (b) They must have good moral character and nice behavior while working.
 - (c) They should not reveal the official nature of work to outsiders and must maintain confidentiality.
 - (d) They should be well versed with the duties and responsibilities of Peon and Gr.(D) in Govt. of India.
- (ix) The Contractor/Suppliers are to ensure that the required number of DEO and Office boys for which the contract will be awarded, should be at the disposal of DAO, MoES on all working days at all the time.
- (x) The contractor/supplier must submit a copy of PAN/ TIN/ EPF/ ESIC/Labour/Service Tax registration number along with their bids.
- (xi) The contractor will not sub-contract or transfer the contract to any other firm or another supplier/contractor.
- (xii) The contractor/bidder must indicate a firm and fixed price in their bids.

3. **Period of Contract:** The contract would be for one year from the effective date of contract. Please note that Contract can be cancelled unilaterally by the customer in case services are not received satisfactory within the contracted period. The customer reserves the right to exercise the option clause and repeat order clause as per text given in Part IV of this RFP.

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. Contractor/Supplier in the contract) as selected by the customer. 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 Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-II.

4. **Penalty for use of Undue influence:** The contractor/supplier 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 other wise 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/Supplier 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 the amounts paid by the customer.

5. **Agents/Agency Commission:** The contractor/Supplier confirms and declares to the customer that the contractor is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether

Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the 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 18% penal rate. The customer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India, or with MoES.

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 shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. **Liquidated Damages:** In the event of the contractor failure to submit the Bonds, Guarantees and Documents, supply the DEO and Office boys services as specified in this contract, the customer may, at his discretion, withhold any payment or EMD etc. until the completion of the contract. The customer may also deduct from the contractor as agreed, liquidated damages to the sum of 5% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services for each day.

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 services is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
- (b) The contractor is declared bankrupt or becomes insolvent.
- (c) The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided Force Majeure clauses is included in contract.

- (d) The customer has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.
- (f) As per Serial No. (8) of Part-IV of RFP.

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 advance 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. 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 services in satisfactory manner during the currency of the contract.

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. **Duties & Taxes:**

- (a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the customer by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- (b) If it is desired by the Bidder to ask for Sales Tax/VAT/Service Tax to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax/VAT/Service Tax and no liability will be developed upon the Customer.
- (c) On the Bids quoting Service tax extra, the rate and the nature of Service Tax applicable at the time of supply should be shown separately. Service Tax will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to Service tax and the same is payable as per the terms of the contract.

15. **Pre-Integrity Pact Clause:** An “Integrity Pact” would be signed between the customer & contractor. This is a binding agreement between the customer and contractor for specific contracts in which the customer promises that it will not accept bribes during the procurement and services process and bidder promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the customer to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

- a. A pact (contract) between the Government of India (Ministry of Home) (the authority or the “principal”) and those companies submitting a tender for this specific activity (the “Bidder”);
- b. An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- c. A statement by each Bidder that it has not paid, and will not pay, any bribes;
- d. An undertaking by each Bidder to disclose all payments made in connection with the contract in question to anybody (including agents and other middlemen as well as family members, etc. of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
- e. The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- f. Undertaking on behalf of a Bidding company will be made “in the name for and on behalf of the company’s Chief Executive Officer”.
- g. The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
 - (i) Denial or loss of contracts;
 - (ii) Forfeiture of the bid security and performance bond;
 - (iii) Liability for damages to the principal and the competing Bidders; and
 - (iv) Debarment of the violator by the Principal for an appropriate period of time.
- h. Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviors and compliance program for the implementation of the code of conduct throughout the company.

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/Supplier in the contract) as selected by the customer. Failure to do 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 section bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of completion of Contract period. The specimen of PBG is given in Annexure III.

2. **Option clause:** The contract will have an Option Clause, wherein the customer can exercise an option to procure an additional 50% of the original contracted DEO and Office boys number in accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely at the discretion of the customer to exercise this option or not.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the customer can order up to 100% of DEO and Office boys number under the present contract within six months from the date of successful completion of this contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely at the discretion of the customer to place the Repeat Order or not.

4. **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. The payment will be made as per the following terms, on production of the requisite documents:

- a. Monthly payment would be made to the firm on the basis of attendance sheet maintained by the DAO, MoES in respect of engaged Data Entry Operator and Office boys depending upon their satisfactory performance of work.
- b. No advance payment would be made at any cost.
- c. Payment for inclusion/deletion of DEO/Office boys during the contracted period will be calculated on pro-rata basis. Penalty/LD etc. shall be deducted from the running payment.

5. **Paying Authority:** The payment would be made by Pay and Accounts Office (Sectt.) MoES, New Delhi on the basis of following documents :

- (i) Ink signed copy of contractor bills
- (ii) Ink signed copy of attendance sheet maintained by DAO(MoES)/ Contractor.
- (iii) Performance report submitted by supervising officer of DEO/Office boys.
- (iv) Claim for statutory and other levies to be supported with requisite documents/proof of payment such as Service Tax, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc. wherever applicable.
- (v) 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 supply order/contract).
- (vi) Any other document/certificate that may be provided for in the Supply Order/Contract.
- (vii) User Acceptance.
- (viii) Xerox copy of PBG.

(6) **Fall Clause:** The following Fall clause will form part of the contract placed on successful Bidder:

- (a) The price charged for the services supplied under the contract by the contractor shall in no even exceed the lowest price at which the contractor provides the services of identical description to any persons/organization including the customer or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.
- (b) If at any time, during the said period the contractor reduces the service price or offer to provide services to any person/organization including the customer or any department of central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.
- (c) The contractor shall furnish the following certificate to the Paying Authority along with each bill for payment for services made against the contract – “We certify that there has been no reduction in service price of the DEO/Office boys supplied to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including the customer or any department of Central Government or any department of a state Government or and

Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.

6. Risk & Expense clause:

1. Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, the customer shall after granting the contractor seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
2. Should the services thereof not perform in accordance with the specifications/parameters provided by the customer during the check proof tests to be done by the customer, the customer shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
3. In case of a contractual breach that was not remedied within 07 days, the customer shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services
4. Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Contractor by Customer.

7. Force Majeure Clause:

- 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 one months either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 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.

8. Misc. terms & conditions of the contract:

The contractor shall provide the services of required number of personnel as and when demanded by the Pay & Accounts Offices of DAO, MoES. The personnel engaged for the services in the PAO shall be the employees of the contractor and will take their remuneration/wages from the contractor. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the PAO or DAO, MoES. The contractor shall make its own arrangement for commuting the personnel requisitioned, to the PAO offices wherever located in the areas of New Delhi/Delhi and back. The contractor will furnish to the PAOs the full particulars of the personnel sponsored, including details like Name, Father's Name, Age, Photograph, Permanent Address etc. and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/Police, and also ensure that they possess the requisite technical and educational qualifications and experience for rendering the requisite services to the PAOs. The contractor will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services of DEO/Office boys. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the contractor and the PAOs shall not be responsible for any such liability. The contractor shall undertake to indemnify the PAO & DAO, MoES for any liability under any law arising out of the engagement of the said DEO/ Office boys. The contractor shall comply with all rules and regulations regarding safety and security of its employees and the PAO will in no way be responsible in any manner in case of any mishap to its DEO personnel and Office boys. The personnel provided shall be under the direct control and supervision of the contractor. However, they shall comply with the oral and written instructions being given on day to day basis by the officer(s) authorized by the PAOs from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by the PAOs. The contractor shall make payment of remuneration/wages to its personnel at the approved contracted rate before 7th of every month. The PAO shall watch the attendance of the DEO and Office boys sponsored by the contractor and it shall maintain attendance register in respect of such personnel. The PAO shall deduct a proportionate amount for each day of absence of the contracted personnel while making payment to the contractor each month. The contractor shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the contractor shall provide replacement services of suitable personnel. During the subsistence of the contract, the PAO shall not undertake any monetary liability other than the amount payable to the contractor for the services of personnel provided by them. Other liabilities, if any, shall be solely rest on the contractor. Even if

the PAO/DAO, MoES has to bear such liabilities on unforeseen circumstances/occasions, the PAO/DAO, MoES will recover such amount from the contractor by adjusting the amount payable to them. In case the employees of the contractor do not attend the work at any time for whatever reason, the contractor shall make alternate arrangements at no extra cost to the PAO, so that the daily work of the PAOs does not suffer. The PAOs shall also be free to make alternate arrangements and the cost of which shall be recovered from the contractor. Any loss, theft or damage to the life and/or property of the employees of the PAOs and/or property of the PAOs shall be compensated by the contractor, if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the contractor. The contractor shall be responsible for providing amenities as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of contractor provide such amenities, the PAO shall be free to provide the same and the PAO shall have right to recover all expenses incurred in providing such amenities from the contractor by deduction from any amount payable to the contractor. The contractor shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon this contract including but not limited to Minimum Wages Act, 1948, Delhi Shops and Establishment Act. 1954, ESI Act, 1948, Provident Funds and MP Act, 1952. Workmen's Compensations Act, and take such steps as may be deemed necessary in this regard from time to time. It will be the sole liability of the contractor to pay the wages, provident fund, ESI, to its employees wherever applicable under the relevant rules. The contractor has to give an undertaking in this regard that he is following all the labour laws including the payment of minimum wages, etc. The contractor is liable to furnish all the relevant records for the information of employees. If the contract fails to render any or all the services, for any period during the currency of the contract, the PAO shall be at liberty to get the work done from other agencies and deduct charges incurred on this account from the amount payable to the contractor or from the Security Deposit or Bank Guarantee. TDS on account of Income Tax/WCT in accordance with DVAT if applicable will be deducted from the monthly payments of the contractor. If the contractor fails to provide satisfactory performance, the PAOs shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the contractor, etc. The PAOs reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract. The contractor shall be responsible for payment of Provident Fund wherever applicable and other payments due to its employees deployed at the PAOs. The contractor shall supply a copy of confirmation from its employees regarding acceptance of employment at agreed wages in advance.

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 RPF, both technically and commercially as indicated in Part-II of the RFP.
- b. In respect of Two Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics 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. This is not applicable in this case being Single Bid System.
- c. The lowest Bid will be decided upon the lowest acceptable 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:
 - (i) All taxes and duties quoted by the Bidders will be considered. The ultimate cost to the customer would be the deciding factor for ranking of Bids.
- d. The Bidders are required to spell out the rates of Service Tax in an unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Service Tax is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and fixed and no claim on account of such duties will be entrained after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of service tax included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Service Tax up to any value of services from them, they should clearly state that no service tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of service tax, it should be brought out clearly. Stipulation like, service tax is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that service tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of service tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

- e. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
- f. The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations as decided by the customer. Customer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full number of DEOs /Office boys in stipulated time at L-I rate.
- g. The bidder has to indicate firm and fixed price and conditional price bid will be rejected.
- h. Any other criteria as applicable to suit a particular case.

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details of firm and fixed price:

- a. Basic cost of the One DEO and Office Boys

| <u>Item</u> | <u>Unit Price</u> | <u>Total Number</u> | <u>Total Price</u> |
|-------------------------|-------------------|---------------------|--------------------|
| One Data Entry Operator | ----- | 10 | --- |
| One Office boys | ----- | 05 | --- |

- b. Is Service Tax extra?
- c. If yes, then mention the following:
 - (i) Total value of Services on which Service Tax is leviable:
 - (ii) Rate of Service Tax leviable:
 - (iii) Total value of Service Tax leviable:
- d. Any other Taxes/Duties/Overheads/Other costs/Admn. Cost/Agency Charges.
- e. Grand Total including charge of one DEO and Office boys *plus* Service Tax, if any.
- f. Grand Total including charge for 10 DEOs and 05 Office boys *plus* Service Tax , if any on monthly basis.

EMD Bank Guarantee format

Whereas.....(hereinafter called the "Bidder") has submitted their offer dated.....for the services and supply of

(hereinafter called the "Bid") against the customer's request for proposal No.....

KNOW ALL MEN by these presents that WE..... ofhaving our registered office at Are bound unto.....(hereinafter called the "Customer") in the sum of

for which payment will and truly to be made to the said Customer, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this.....day of20..

The conditions of obligation are:

- (i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.

- a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
- b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Customer up to the above amount upon receipt of its first written demand, without the customer having to substantiate its demand, provided that in its demand the customer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force upto and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank and address of the Branch)

Format of Arbitration Clause –Indigenous Private bidders

- (i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof, should be settled by bilateral discussions.
- (ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.
- (iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.
- (iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.
- (v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.
- (vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.
- (vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the Customer and Contractor.

Performance Bank Guarantee Format

From:
Bank _____

To

The President of India
Ministry of Home
Government of India
New Delhi.

Dear Sir,

Whereas you have entered into a contract No.
Dt.....(hereinafter referred to as the said Contract with
M/s....., hereinafter referred to as the
“Contractor/Supplier” for supply of services as per Part-II of the said contract to
the said contractor and whereas the contractor/supplier has undertaken to
produce a bank guarantee for 10% of total Contract value amounting
to.....to secure its obligations to the President of India. We
the.....bank hereby expressly, irrevocably and
unreservedly undertake and guarantee as principal obligors on behalf of the
contractor/supplier that, in the even that the President of India declares to us that
the goods have not been supplied according to the Contractual obligations under
the aforementioned contract, we will pay you, on demand and without demur, all
the any sum up to a maximum of
Rupees.....only. Your written demand shall be conclusive
evidence to us that such repayment is due under the terms of the said contract.
We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and
guarantee by any arrangements, variations made between you and the
Contractor/supplier indulgence to the Contractor/Supplier by you, or by any
alterations in the obligations of the Contractor/Supplier or by any forbearance
whether as to payment, time performance or otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 14 months from the effective date of
contract according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or
on before the aforesaid expiry date as provided in the above referred contract or
unless this guarantee is extended by us, all your rights under this guarantee shall
be forfeited and we shall be discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be
discharged by a change in the constitution of the bank or in the constitution of
M/s.....