

Tele: 08382-263643

Reply should be address to
The Base Victualling Officer

Base Victualling Yard
Naval Base
Karwar-581308

BVY (KAR)/270/03/DEO

14 Feb 17

M/s _____

INVITATION OF BIDS FOR OUT SOURCING OF DATA ENTRY OPERATORS

REQUEST FOR PROPOSAL (RFP) NO. BVY (KAR)/270/03/DEO

RFP IN TWO BID SYSTEM

Sir,

Before online submission of the Bid, each and every page of RFP and Bid must bear the signature of proprietor along with company's seal, to ensure that all the terms and conditions are accepted by the bidder.

1. On behalf of The President of India, tenders are invited by Base Victualling Yard, Naval Base, Karwar for **Out sourcing of data entry operators at BVY (Kar) for a period of one year.** Exact date of commencement of contract will be notified in the acceptance of tender.

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 Base Victualling Officer, |
| (b) Sending of the Bids | : Online bids should submit through CPP Portal www.eprocure.gov.in and bids should be addressed to BVY (KAR) |
| (c) Name/designation of the contact personnel | : Lt Vipin Mohan
Oi/c Naval Store |
| (d) Telephone numbers of the contact personnel | : 08382-233532/31 |
| (e) Fax number | : 08382- 263643 |

3. This RFP is divided into five Parts as follows:

- (a) **Part-I:** Contains General Information and Instructions for the Bidders about the Tender such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- (b) **Part-II:** Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specification, Delivery Period, Mode of Delivery and Consignee details.
- (c) **Part-III:** Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.
- (d) **Part-IV:** Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
- (e) **Part-V:** Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Officer-In-Charge reserves the right to change or vary any part thereof at any stage. Officer-In-Charge 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:** The online bids should be submitted through CCP Portal reach by **1500 hrs on 23 Feb 17.** The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Quotation will be accepted online only through CPP portal offline bids will be **rejected**. Bidders have to quote online on www.eprocure.gov.in. in scanned copy of duly marked commercial bid and technical bid to be uploaded in CPP as per Appendix “A” and Appendix “B” respectively. Bids send by fax / email or any other means will not be accepted the bidder has to send their bids online only.
3. **Time and date for opening of Bids:** Only technical bid would be opened at **1500 hrs on 27 Feb 17** Date of opening of the commercial bids will be intimated after acceptance of technical bid. Commercial bids of only those firms will be opened whose technical bids accepted by technical evaluation committee (TEC). (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/ time, as intimated by the Buyer).
4. **Location of Tender Box:** www.eprocure.gov.in
5. **Place of opening of the Bids:** Office of Base Victualling Officer, Karwar. 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 clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Two-Bid System:** The tenders will be received on two bid system i.e. **Technical bid and Commercial bids** through CPP Portal only.
7. **Forwarding of Bids:** Online bids should be forwarded by bidders under Appendix “A” and Appendix “B” of this RFP only for Technical bid and Commercial bid respectively and other 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 seeking clarification regarding the contents of the bidding documents shall notify to the Officer-In-Charge in writing about the clarifications sought not later than 07 (Seven) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Officer-In-Charge prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder’s forfeiture of bid security.
10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection. Conditional tenders will be rejected. Notwithstanding the former, Base Victualling Officer, Karwar reserves the right to accept or reject the bids without assigning any reason whatsoever. Fax quotes will not be accepted.
12. **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.
13. **Validity of Bids:** The Bids should remain valid till **120 days** from the last date of submission of the Bids.
14. **Pre-Bid Conference:** The Bidders may avail opportunity **at 1600 hrs on 17 Feb 17** and depute their representative duly authorized in writing to attend the Pre-bid meeting hrs at office of Base Victualling Officer, Base Victualling Yard, Naval Base, Karwar for clarification of issues related to specification/scope of work and any other content of this RFP.

15. **Earnest Money Deposit:** Bidders are required to submit a scanned copy of EMD for a amount of **Rs. 22,500.00(Rupees Twenty two thousand five hundred only)** in favour of **“PCDA” (N) “Mumbai” payable at “Mumbai”** mentioned against items shown in the SOR i.e. Para 1 of Part II of RFP along with their online bids. Physical copy of the EMD to reach this office before TOD. Bids received without EMD will be **rejected**.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements:** Scope of work as follows:-

Sl.	Description	Scope of work
(i)	04 in number of data entry operator will be required who are specialized in computer working (All working days from <u>0900 hrs to 1730 hrs</u> except sat/sun or closed holiday for <u>972 working days.</u>	(i) Updating vichtualling demand raised by ships & establishment through IVMS and ILMS (ii) Preparing of issue voucher, receipt voucher, IAFS 1520, contingent bills and payment voucher through IVMS and FIS. (iii) Preparing of RFP's SOC's and floating the tender enquiry as this yard delinked from ASC/APO for procurement and provisioning (iv) Preparing sanction letter and agreement copies. (v) raised supply order to vendors and maintaining of stock in IVMS (vi) Billing work (vii) Letter correspondence (viii) Filling work (ix) Stock verification work

Note: Minimum wages as per central govt. or Karnataka Govt for skilled / clerical category of worker whichever is higher is to be followed.

2. **Other terms and condition required:**

- (i) **Age of personnel.** Minimum 18 years and maximum 35 years as on 31 Dec 16.
- (ii) **Minimum qualification.** Graduation (any field)/ Diploma with certificate course in computers + knowledge of English.
- (iii) **No. of hours per day.** 08 hrs (0900 hrs to 1730 hrs including half an hour lunch).
- (iv) **Computer specialization.** Good computer knowledge with MS word/Excel/Paint/access. Type in computer with a good ability of date entry works.
- (v) **Desirable.** Candidates should be able to communicate in Hindi/English language.

- (vi) Character antecedents should be good and verified by police.
- (vii) **Health.** Candidates should have good health and should bring medical fitness certificate at the time of joining.
- (viii) **Citizen of India.** Candidate should be a citizen of India.
- (ix) **Consignee details:** The Officer-In-Charge, Base Victualling Yard, Naval Base, Karwar.

3. **Registration Details.** Vendor has to furnish the registration details of the firm with the technical bids.

4. **Delivery Period.** The successful bidder / contractor will require to sign an agreement with the buyer within 15 days from the date of written intimation to this effect. Please note that contract can be cancelled unilaterally by the buyer in case contracted items are not received within the contracted delivery period. Extension of contracted delivery period will be at the sole discretion of the buyer, with applicability of LD clause.

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 in the Contract) as selected by the Officer-In-Charge. 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, including Labour Laws.

2. **Effective date of the supply order:** 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 providing of service and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration, decision of Headquarters, Flag Officer Commanding Karnataka Naval Area shall be final and binding on both the parties.

4. ARBITRATION CLAUSE-INDIGENOUS PRIVATE BIDDERS.

- (i) All disputes or 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 sixty (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 seat in Headquarters, Karnataka Naval Area or such other place in Naval Base, Karwar 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 India 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 obligation are the subject matter of the said arbitration proceedings.

(Note-In the event of the parties deciding to refer the disputes for adjudication to an Arbitration 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 Officer-In-Charge and Contractor).

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 Officer-In-Charge or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Contractor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or the commission of any 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, 1986 or any other Act enacted for the prevention of corruption shall entitle the Officer-In-Charge 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

Officer-In-Charge 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 Officer-In-Charge or to any other person in a position to influence any officer/employee of the Officer-In-Charge for showing any favour in relation to this or any other contract, shall render the Contractor to such liability/ penalty as the Officer-In-Charge 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 Officer-In-Charge.

6. **Agents / Agency Commission:** The Contractor confirms and declares to the Officer-In-Charge 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 Officer-In-Charge that the present declaration is in any way incorrect or if at a later stage it is discovered by the Officer-In-Charge 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 Officer-In-Charge. 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 Officer-In-Charge 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 Officer-In-Charge in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Officer-In-Charge 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 Officer-In-Charge 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 Officer-In-Charge shall provide necessary information/ inspection of the relevant financial documents/information.

8. **Non-disclosure of contract documents:** Except with the written consent of the Officer-In-Charge / Contractor, other party shall not disclose the contract or any provision, specification or information thereof to any third party.

9. **Liquidated Damages:** In the event of the Contractor's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Officer-In-Charge may, at his discretion, withhold any payment until the completion of the contract. The Officer-In-Charge

may also deduct from the contractor as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

10. **Termination of the contract:** The Officer-In-Charge shall have the right to terminate this contract in part or in full in any of the following cases:-

- (a) The providing of the labour is delayed for causes not attributable to Force Majeure for more than three times in a month after the scheduled date of service.
- (b) The contract is declared bankrupt or becomes insolvent.
- (c) The providing of service is delayed due to causes of Force Majeure by more than three times in a months.
- (d) The Officer-In-Charge notices that the contractor
- (e) 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 as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

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

14. **Taxes and Duties:**

- (a) Bidder must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in to account in the ranking of bids.
- (b) If a Bidder is exempted from payment of any duty/tax up to any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Officer-In-Charge later to enable the Contractor to obtain exemptions from taxation authorities.

(c) Any change in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Officer-In-Charge, to the extent of actual quantum of such duty/tax Paid by the Contractor, Similarly, in case of downward of such duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Officer-In-Charge by the Contractor. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the Contractor, Section 64-A of Sale of Goods Act will be relevant in this situation.

(d) Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product will be paid by the Officer-In-Charge on actual, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Officer-In-Charge and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their product.

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 Officer-In-Charge. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Security:** Performance Security deposit payable to the Purchaser is to be furnished by the Supplier as in the form of a Performance Bank Guarantee (PBG) issued by a public sector bank or a private sector bank authorized to conduct government business, in the prescribed format within 30 days from the date of contract at the rates mentioned against each items as per Para 1 of Part II. At present, ICICI Bank Ltd., Axis Bank Ltd. and HDFC Bank Ltd. are the three private sector banks authorized to carry out government transactions. The performance security deposit is meant to compensate the Purchaser for any loss suffered due to failure of the supplier to complete his obligations as per the contract. Preferably, performance security is payable by the supplier at the rate of **10% of the contract value within 30 days of receipt of confirmed order.** PBG should remain valid for 60 days beyond the date of completion of all his obligations under the contract. In other words, the PBG is to remain valid till beyond sixty days from the completion of contract. The format of the PBG can be provided on request. PBG will be in favour of **“BVYard Public Fund Account No. 30373221535, SBI Naval Base Karwar”** payable at **“Karwar”**.

2. **Option Clause:** The contract will have an Option Clause, wherein the Officer-In-Charge can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same 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 the discretion of the Officer-In-Charge to exercise this option or not.

3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein the Officer-In-Charge can order up to 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Officer-In-Charge to place the Repeat order or not.
4. **Tolerance Clause:** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Officer-In-Charge reserves the right to 10% plus/minus increase or decrease the quantity of the required goods up to that limit without any change in the terms & conditions and prices quoted by the Contractor. While awarding the contract, the quantity ordered can be increased or decreased by the Officer-In-Charge within this tolerance limit.
5. **Paying Terms:** The service will be on credit basis and it will be mandatory for the bidders to indicate their bank account number and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by bidders for receiving through ECS is at Form DPM-11 (available I MoD website and can be given on request). The payment will be made by Account Office, Karwar on submission of all relevant documents and bills within 30 days. No advance payment will be made.
6. **Advance Payments:** No advance payments will be made.
7. **Paying Authority:** AO (N), Karwar. The payment of bills will be made on submission of the following documents by the Vendor to the Paying Authority along with the bill:
- i. Ink-signed copy of contingent bill / Vendor's bill.
 - ii. Ink-signed copy of Commercial invoice / Vendor's bill.
 - iii. Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
 - iv. Inspection note.
 - v. Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
 - vi. Exemption certificate for Excise duty / Customs duty, if applicable.
 - vii. Bank guarantee for advance, if any.
 - viii. Guarantee / Warranty certificate.
 - ix. Performance Bank guarantee / Indemnity bond where applicable.

x. DP extension letter with CFA's sanction, U.O. number and date of IFA's concurrence, where required under delegation of powers, indicating whether extension is with or without LD.

xi. 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).

xii. Any other document / certificate that may be provided for in the Supply Order / Contract. User Acceptance.

xiii. Xerox copy of PBG.

8. **Risk & Expense Clauses:** Should the services of data entry operator not be provided within the time or time specified in the work order or defective service provided, the contractor shall be given 03 hrs to provide/replace the defective service. Buyer will be at liberty without prejudice to the right to recover the full cost towards taking the service at contractor's expense.

9. **Interview:** Interview will be conducted by Officer-In-Charge/Authorised Officer of BVY.

10. **Police Verification:** At all time, the contractor will be responsible to ensure those workers engaged by him are cleared by police station of workers residing area. Police verification is to be submitted at least 10 days prior to the commencement of the contract. The contractor will also ensure that no person employed by him for the services have been involved in any activity against the interest of the state.

11. **Security:** The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by him and Naval Base Karwar/Contract Operating Authority shall not be a part to any dispute arising out of such deployment of manpower by the contractors.

12. **Payment of Candidates:** Through the tender is being invited to provide data entry operators through the data entry operator of the contractor, the contractor should pay minimum wages as promulgated by Central/State Govt. (Govt of Karnataka) whichever is higher. The payment to the data entry operator will have to be paid in presence of the authorized officer of the yard.

13. **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 skilled/unskilled labours deployed by him. Non adherence to the minimum wages act 1948 will reserved 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 contracts as per the existing minimum wages promulgated by the ministry of labour and employment, for Karnataka, or Government of India whichever is higher.

14. **EPF, ESI, EDLI and Service Tax:** The amount of EPF, ESI, EDLI and service tax shall be quoted strictly as per prescribed Govt. rates. However payment for these statutory obligations will be made in arrears on production of documentary evidence to the effect that the same has been deposited by the contractor in the concerned account.
15. The contractor shall obtain a valid license from the competent Licensing officer under the provisions of contract labour (Regulation and Abolition) Act, 1970 and contract labour (Regulation and Abolition) Central rules, 1971 within 90 days from the date of awarding of contract. If the contractor is refused a license for any reason whatsoever or fails to obtain the license within the stipulated period, the contract shall automatically stand terminated and the customer shall be at liberty to recover losses, if any, from the security deposit cum Performance Guarantee of the Contractor.
16. The contractor shall also abide by the provisions of the Child Labour (Provision and Regulation) Act 1986.
17. The contractor shall pay to the labour employed by him wages as per the provisions of the contract labour (Regulation and Abolition) Act, 1970 and Contract Labour (Regulation and Abolition) Central rules, 1971.
18. 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.
19. Officer-In-Charge, BVO 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 the 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 security services should be furnished along with the copy of wage roll countersigned by the authorized rep of Base Victualling Yard.
20. 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.
21. 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 work.
22. 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 for death by accident under the workman compensation Act (Act VIII of 1923).
23. **Responsibility of payment of wages as per section 21 of CLRA-1970.** The contractor shall make payment to the contract labour on monthly basis under the contract in the presence of Officer-In-Charge or an officer nominated by him in the premises of Base

Victualling Yard, Naval Base, Karwar 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 labor by deducting from any amount payable to the contractor under any contract or as a debt payable to the contractor under any contract or as a debt payable by the contractor.

24. **Registers and other records to be maintained, section 29 of CLRA 1970:**

- (a) The registers and records that will be maintained by Indian Navy is as follows:-
 - (i) Register of contractors on form III and form XII of CLRA-1970
- (b) The registers and records that will be maintained by contractor a contractor are as follows:-
 - (i) Register of persons Employed on form XIII of CLRA-1970
 - (ii) Employment card on form XIV within three days of employment of each worker
 - (iii) Service certificate on form XV is to be issued to every worker on termination of employment for any reason.
 - (iv) Form of register of wages-cum-muster roll as perform XVIII of CLRA-1970
 - (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.

25. Applications will be rejected if the applicant does not submit an Income tax clearance certificate along with tender documents

26. Applications will be rejected if all columns are not filled properly.

27. If it comes to the notice of the Base Victualling Officer at later stage that the applicant has concealed some material facts, the Base Victualling Officer, will be at liberty to terminate the license /contract or reject the tender as the case may be.

28. The successful applicant (hereafter called Tenderer) shall be required to execute an agreement on non-judicial stamped paper of the requisite value on approved form. The stamp paper will be purchased by the license in his name.

29. Security Deposits can be adjusted against the losses/damages caused by the license to the organization.

30. After satisfactory completion of services by the Contractor during the period of the contract including the extended period, if any, the Base Victualling Yard will be refund the Security Deposit to the contractor/license after adjusting its claims if any.
31. Breakdown of wages as per government rules should be mentioned separately.
32. If the Officer-In-Charge notices any discrepancy in use of men and material he may levy compensation of not exceeding 10% of the monthly contract amount.
33. The contractor shall be responsible for any act of omission on part of his worker. He will vouch for their safe character and will be responsible for good conduct of his workers. **The contractor will ensure that the staffs employed by him do not participate in any union activities of agitations in the premises of the Base Victualling Yard.**
34. Any damage done to the existing structures caused by the contractor's personnel shall be rectified by the contractor at his own risk and cost. Any theft or breakage caused by the contractor's personnel shall be borne by the contractor.
35. Contractor shall be responsible for the safe keeping of his materials and implements.
36. The contractor shall at his own cost if required, take necessary insurance cover in respect of staff and other personnel to be employed to be employed or engaged by him in condition with the services to be rendered to Base Victualling Yard, Karwar.
37. The contractor shall comply with all relevant labour laws as applicable to the area as existing or as mentioned during the contract period and shall indemnify National Base Victualling, Karwar against all aspects of omission, faults, breaches and of any claim or demanded loss, injury and expenses to which Base Victualling, Karwar may be part or involved as a result of the contractor is to follow.
38. The contractor shall not be entitled to any additional payment during the tenure of the contract due to increase in cost of labour or materials etc.
39. The contractor on receiving any complaint shall attend to it and complete the job immediately to the satisfaction of the Officer-In-Charge.
40. The contractor or his supervisor will personally submit the report of his men material deployed on the work to the Officer-In-Charge daily in the morning and as directed by the Officer-In-Charge from time to time.
41. The contractor and his personnel will be issued with identity cards by National Base Victualling Yard. These are to be returned to Base Victualling Yard when no more required for any personnel and / or after completion of the contract. Any losses of identity cards are to be reported to Base Vcitualling Yard immediately. All personnel connected with the contract and their bags and baggage shall be liable for physical check both at the time of entry and passing out of the Estate Premises.

42. The standards of security guards shall always be to the satisfaction of the authorized Representative of the Base Victualling Officer whose decision in this regard will be final and binding on the contractor. In case of default Base Victualling Officer may get necessary improvement done at the cost of the contractor and the amount spent on effecting the above improvement shall be deducted from the contractor's bill.

43. If the attendance falls short of the contractor number of persons an amount as appropriate per person shall be deducted from the bill.

44. Base Victualling Yard may for security reasons direct the contractor not to employ such personnel who in the opinion of the Base Victualling Yard, Karwar don't satisfy the security aspects. This will be binding on the contractor.

45. Payment of bill will be made in 12 equal installments of the contracted amount payment every month subject to the satisfactory performance. The payments will be made through AO (Kar). Through this office shall make every end eavor to get the payment released from AO(Kar) within a reasonable period, but this office will not responsible for the delay in payment from AO(Kar). In case of continued unsatisfactory work, a penalty not exceeding 10% of the contracted amount will be charged and deducted from the bill for the month.

46. The stamp duty will be borne by the contractor

47. The duration of the contract shall be for one year from the date mutually agreed upon but not later than one week of the signing agreement.

48. All weekly operations as listed in the schedule of quantity will be carried out on Saturdays.

49. The contractor shall comply at his own cost with the provisions of all laws, rules, orders and regulation whether central or state or local bodies as applicable in respect of such contract from time to time. The Base Victualling, Karwar will be in no way responsible for any neglect or omission on the contractor's part of the rules and regulations. These acts, rules include without limitations the following:-

- (a) Minimum wages Act and rules and orders modifications issued there under from time to time.
- (b) Contract Labour (Regulation and Abolition) Act-1970 with rules, orders and notification made there under from time to time.
- (c) Industrial disputes Act 1947
- (d) The workmen compensation Act
- (e) Mines, factories or shop and commercial act whichever applicable
- (f) Payment of gratuity Act 1972
- (g) Payment of bonus Act 1965
- (h) Payment of wages Act
- (i) All other acts/rules, regulation by laws, others notification etc. applicable for such contact.

50. The contractors/firms/agencies should be in possession of employees provident fund number with a documentary proof.

51. The contract may be renewable at the mutual of the contractor and National Base Victualling Yard, Karwar at the end of each year for a period not exceeding one year and no increase in rates shall be allowable.

52. **Fall clause:** The following Fall clause will form part of the contract placed on successful Bidder -

(a). The price charged for the stores supplied under the contract by the Vendor shall in no event exceed the lowest prices at which the Vendor sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any Statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b). If at any time, during the said period the Vendor reduces the sale price, sells or offer to sell such stores to any person/organisation including the Officer-In-Charge or any Dept, of central Govt. 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, the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced.

(c). The Vendor shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract "We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-Para (ii) above details of which are given below -".

53. **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). 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.

54. **Financial Capabilities of the firm:** The firm should have financial capability for completion of contracts. This payment will not be linked to clearance bills by the contractor operation authority.

55. **Payment:** The service will be on credit basis and payment by cheque shall be made by AO (N), Karwar on submission of all relevant documents and bills within 45 days. No advance payment will be made.

56. **Inspection Authority:** The suitability of the said service is subject to inspection by dept / unit rep.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

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

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

(b) Conditional offers will be rejected.

(c) The Lowest Bid will be decided upon the lowest total basic prices not including taxes and duties levied by Central/State/Local Government quoted by the bidder. The consideration of taxes and duties in evaluation process will be as per Para S1-I of Amendment -1/2015 of DPM-09 dated 10 Nov 15 which is elucidated as follows:

(i) All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will not be considered for deciding of L1. The basic cost to the Officer-In-Charge would be the deciding factor for ranking of Bids.

(ii) The Bidders are required to spell out the rates of various taxes, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.

2. Commercial bid format is given at Appendix' A' and bidders are required to fill this up correctly with full details:-

(Ashish Kumar)
Lt Commander
Base Victualling Officer

Appendix 'A' : Commercial Bid format

Appendix 'B' : Technical Bid format

OUT SOURCING OF DATA ENTRY OPERATORS AT BVY (KAR)

COMMERCIAL BID FORMAT-TO BE SUBMITTED IN A CPP PORTAL ONLY

1. **Criteria for deciding L1 firm:** - The Lowest Bids will be decided upon the lowest total basic prices not including taxes and duties levied by Central/State/Local Government quoted by the bidder. The consideration of taxes and duties in evaluation process will be as per Para S1-I of Amendment -1/2015 of DPM-09 dated 10 Nov 15 which is elucidated as follows:

(i) All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will not be considered for deciding of L1. The basic cost to the Buyer would be the deciding factor for ranking of Bids.

(ii) The Bidders are required to spell out the rates of various taxes, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.

Sl.No.	Description	Rates (per month) 04 data entry operators for total 81 man days per month
(a)	DEO cost	
(b)	EPF+EDLI+Admin. Charges (on serial (a) above)	
(c)	ESI (on serial (a) above)	
(d)	Sub Total (a)+(b)+(c)	
(e)	Total DEO cost per month (sum (d))	
(f)	Service charge	
(g)	Sub Total (e)+(f)	
(h)	Service tax @ ____ (calculated on serial (g) above)	
(i)	Consolidated Total sum Total (g)+(h)	
(j)	Sum total (Round off)	
(k)	Total contract value per year (j)x(12)	

2. Minimum wages as per state government or central government. Whichever is higher.

3. The rates of DEO's costs taken as Rs. 462.31 as per Security Agency Notification No. KAE 123 LWA 2015 dated 29 Feb 2016 and will be amended as and when changes occur in government rates occur

4. I /We agree with terms and condition stated in the RFP No. BVY (KAR)/270/03/DEO dated 14 Jan 17.

3. Details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of my/our office has been furnished on my letter head/original memo which is attached with the Bid.

(Signature of witness)

(Signature of Tenderer/Authorized Rep)

(Name _____)

(Name _____)

(Address _____)

(Address _____)

Station _____

Dated Feb 17

SCHEDULE OF REQUIREMENT OF TECHNICAL BID

The Technical Bid should contain the following information and details so as to enable the board of officers assess the firms financially and infrastructure / resources wise to undertake the said job:-

1. The following observations are made by the board:-

S.No.	Description	
(a)	Name of the firm	
(b)	Name of the proprietor of the firm	
(c)	Firm Registration No.	
(d)	Address of Registration office of the firm with telephone No.	
(e)	Address of local office of the firm with telephone No.	
(f)	Email ID of Proprietor, Authorized person of the firm	
(g)	Details EMD:	
(h)	(a) Whether enclosed or not	No. dated
(j)	(b) Amount of EMD/Bank Particular	Rs.
(k)	(c) Form of EMD DD/BG/FDR	
(m)	The firm agrees with financial capability for completion of contracts.	Yes/No
(n)	Signed copy of tender document submitted	
(p)	Registration of Labour/Company	
(q)	Registration of Service tax	

(r)	Registration of EPF	
(s)	Registration of ESIC	
(t)	Total experience in years in contract service.	
(u)	PAN Card of Company / IT Returns	
(v)	Firm agreed to pay minimum wages as per RFP	
(w)	Agreed with the all terms and conditions of the RFP	

(Signature of witness)

(Name _____)

(Address _____)

Station _____

(Signature of Tenderer/Authorized Rep)

(Name _____)

(Address _____)

Dated Feb 17