



सामग्री संगठन
ला. व. शा. मार्ग
घाटकोपर (पश्चिम)
मुंबई - 400 086.
Material Organisation
LBS Marg
Ghatkopar (West)
Mumbai - 400 086.

Indian Navy

21 Mar 20

MOB/CMP/ADMIN/OUTSOURCING OF SERVICES (CLERICAL) (DEOs)

M/s. _____

REQUEST FOR PROPOSAL (RFP)

INVITATION OF E- BIDS FOR OUTSOURCING OF 10 IN NOS. DATA ENTRY OPERATORS, (CLERICAL), DEOs FOR CMP DEPARTMENT FOR A PERIOD OF THREE MONTHS REQUEST FOR PROPOSAL (RFP) NO. MOB/CMP/ADMIN/OUTSOURCING OF SERVICES (CLERICAL) (DEO's) DATED 21 MAR 20

1. E- Bids under single bid system (Commercial bid) are invited for outsourcing of 10 in Nos. Data Entry Operators (Clerical) for CMP department for a period of 03 months, Naval Store Depot, LBS Marg, Ghatkopar (West), Mumbai 400 086.

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 Material Superintendent
- b. Postal address for sending the Bids: Material organisation,
Naval Store Depot,
L.B.S. Marg, Chirag Nagar,
Ghatkopar (W)
Mumbai – 400086
- c. Name/designation of the contact personnel: Shri BT Ghankute, TA (E)
ACMP (Admin)
- d. Telephone numbers of the contact personnel: 022- 25043215
- e. E-mail id of contact personnel: dcpro_ilms@com.in. give E-Mail id
- f. Fax number: 022-25111605

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

a. Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

b. Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, 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 Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

(BT Ghankute)
TA (E)
ACMP (Admin)
for Material Superintendent

Part I – General information

1. **Last date and time for depositing the Bids: 13 Apr 2020, 1700Hrs**

The bids documents must be uploaded on www.defproc.gov.in website only and should be uploaded by the due date and time. The responsibility to ensure this lies with the bidder.e Bidder.

2. **Manner of depositing the Bids:** The bid should be quoted on line only as per BOQ format enclosed with RFP.

3. **Time and date for opening of Bids: 15 Apr 2020, 1430 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 Buyer).

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

5. **Two- Bid System. Single Bid System**

6. **Place of opening of the Bids:** E-Tender

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

8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 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 Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **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. **Earnest Money Deposit:-** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs.35,836.00** (Rupees Thirty Five Thousand Eight Hundred Thirty Six Only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks / nationalised bank would be accepted only. 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 for the same items range of products/goods or services with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

Part II – Essential Details of Items/Services required

1. **Schedule of Requirements:** List of items / services required is as follows:

| <u>Sl. No.</u> | <u>Job Description</u> | <u>Deno</u> | <u>Qty</u> |
|-----------------------|---|--------------------|-------------------|
| (a) | Outsourcing of 10 in Nos. Data Entry Operators (Clerical), DEOs | Months | 03 |

2. **Duties of DEOs (Clerical):**

- (a) Registration of day to day mails Viz., SMS's, letters, faxes, PNG's, NGS etc.,
- (b) Screening day to day demands and preparing status in excel format.
- (c) Scanning of FFF certificates and uploading in system post Re-Reference.
- (d) Tracking day to day mails/correspondence and preparing feed backs.
- (e) Screening and intimation of status to concern inventory officer and staff against various requirements.
- (f) Obtaining status of various indents from counter part of CPRO & updating the status of same periodically.
- (g) Maintenance & up keeping of file registers (IN/OUT).
- (h) Forwarding of Out mails and in mails distribution to concerned sections.
- (j) Docking of all files (Section/Group/SubGroup/Indent wise) with proper location.
- (k) Liaison with CWH/CTS/CPRO/ILMS/LOGO regarding seeking of status and feedback to concern sections.

3. **Technical Details** : Enclosed as Annexure-A.

4. **Two –Bid System** : NA

5. **Delivery period:** Outsourcing Service of efficient Manpower as DEOs for the period of 03 Month. Extension of outsourcing contracted period will be at the sole discretion of the buyer, with applicability of LD clause.

6. **Incoterms for Delivery time Transportation:** FOB (Free on Board). The definition of delivery period for the RFP will be free on board.

7. **Consignee Details:**

Controllerate of Material Planning (CMP)
Material Organisation (MBI)
Ghatkopar (West)
Mumbai – 400 086

PART III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the standard conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The Arbitration is as per Form DPM-7 / DPM-8 / DPM-9 enclosed to Part-III of this contract.
4. **Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Agents / Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to books of Accounts:** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

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

8. **Liquidated damages:** LD will be levied @ 0.5% of the prices of any stores which the supplier has failed to deliver within the period agreed for delivery in contract for each week or part thereof subject to a maximum of 10% on expiry of delivery schedule. But if the delay shall have arisen from any cause which the contractor will promptly notify, the purchase may admit as reasonable ground for further time, no liquidated damages may be liable during the additional time if so agreed. Grant of extension and levy of LD will be solely at the discretion of the purchase order.

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

- (a) The regular provision of DEOs schedule is delayed for causes not attributable to Force Majeure for more than 01 month.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (d) As per decision of the Arbitration Tribunal.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.
11. **Transfer and sub-letting:** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
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 Seller shall indemnify the Buyer 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 Seller shall be responsible for the completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
13. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
14. **Taxes and Duties:** The commercial offer should be inclusive of CGST and SGST etc. or it should be indicated clearly.

Part IV – Special Conditions of Contract

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee** :The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the 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 warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Option Clause**: The contract will have an Option Clause, wherein the Buyer can exercise an option to employ an additional 50% of the original contracted DEO 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 Buyer to exercise this option or not.

3. **Repeat Order Clause** – The contract will have a Repeat Order Clause, wherein the Buyer 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 Buyer to place the Repeat order or not.

4. **Tolerance Clause**. To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 25% 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 Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms**. It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

- (a) Monthly payment will be made against following documents:-
 - (i) Contingent Bill
 - (ii) Consolidated Bill by Vendor for items at 1(a) of part II & 5(a) (i) to (vi) above.
 - (iii) Form of Register of Wages-Cum-Muster Roll as per Form XVII Countersigned by concerned Officer under whom particular DEO is working.
 - (iv) Copy of EPF and ESI challan of preceding month with details of EPF/ESI deposited in the account of each Data Entry Operators.

(b) The Contractor shall submit a consolidated monthly bill for the amount due for the services rendered during the preceding one-month by the 10th of the month **along with attendance sheet on monthly basis** verified by the representative of the service provider. The payment for the services will be made to the Contractor in arrears and no advance payment will be made to the Contractor. The contractor shall also enclose a certificate on the bill of having paid minimum wages to the **Clerical (DEOs) as per rates promulgated by Govt. of India.** **The payment will be made through “Principal Controller of Defence A/C (Navy), Mumbai”.**

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

(d) The payment to the contractor will be made by **PCDA (Navy)** on post monthly basis subject to satisfactory services during the period. The payment of statutory charges like EPF, ESI and Service Tax etc. will be made to the contractor in actuals on monthly basis after submission of documentary evidence by the contractor to the effect that these charges have been deposited with the concerned Govt. authorities. The contractor is required to forward the details of EPF account No of data entry operators within one month and copy of ESIC smart Card of all data entry operators within three months of award of contract. It can be checked at any time by the tenderer. if found defaulting the VENDOR WILL BE levied upon as per this office orders and amount will be cut from monthly bill for vendor for DEO medical bills if complaint given by any DEO for non-receipt if ESIC card.

(e) The contract rates shall be based on existing Minimum Wages promulgated by the Labour Department, Govt of India, and will be subject to revision on revision of Minimum Wages by Department of Labour, Govt of India after the intimation letter submitted by the Contractor along with copy of Govt. order to this effect. The payment to the contractor will be enhanced in accordance with revised minimum wages after approval of competent authority.

(f) **Payment will be made to the vendor on “Reimbursement basis”.**

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

7. **Paying Authority:** (a) **PCDA (Navy), Colaba, Mumbai.**

The payment of bills will be made on submission of the following documents, whichever applicable, by the Contractor to the Paying Authority along with the bill:

- (i) Ink-signed copy of contingent bill / Contractor's bill.
- (ii) Ink-signed copy of Commercial invoice / Contractor's bill.
- (iii) Copy of Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.
- (iv) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract).
- (v) Documentary evidence of EPF, ESIC contributions paid by the contractor.
- (vi) Copy of attendance register duly countersigned by authorised rep. of customer

8. **Penalty / Risk & Expense.** In case, the contractor fails to carry out on any day, any of the work mentioned in Annexure I or falls short in providing requisite manpower, on account of such breach pro rata recovery through Risk & Expense along with penalty equal to **1% of the total monthly charges everyday of absence / short supply of manpower** will be recovered from the monthly bill of the contractor. The quantum of recovery will be decided by the **Material Superintendent, Material Organisation, Mumbai** which will be binding & final.

9. The Customer will have the right to make good any shortfall in the services of the contractor at his risk and cost by hiring manpower's and purchasing cleaning materials from outside agency, in addition to deduction of penalty mentioned above from the monthly bill of the firm or from the PBG submitted by the firm.

10. The Customer shall be entitled to deduct from the pending bills of the Contractor all such sums of money as may be claimed by the Government in terms of herein mentioned clauses of this agreement. Any sum of money not covered by the amount of the said bills shall be liable to be deducted from the Performance Bank Guarantee / Security Deposit of the firm.

11. **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 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 60 (Sixty) 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.

12. **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 staff deployed by him. Non-adherence to the Minimum Wages Act, 1948 will result in cancellation of the contract, forfeiting of EMD/PBG and appropriate administrative action. The contractor would be required to ensure payment to the staff to be deployed by them for execution of the proposed Skilled Clerical Staff contract as per the existing minimum wages promulgated by the Labour Department, Govt of India.

13. **EPF, ESI, and GST.** The amount of EPF, ESI, and GST shall be quoted strictly as per prescribed Govt. rates. However payment for these statutory obligations will be made in on monthly basis on production of documentary evidence to the effect that the same has been deposited by the Contractor in the concerned account.
14. The Contractor shall also abide by the provisions of the Child Labour (Provision and Regulation) Act, 1986.
15. The Contractor shall fix the wage period not exceeding one month to make payment to the Skilled Clerical Staff employed by him and shall ensure payment before 7th of every month.
16. The Contractor shall arrange for such facilities as provided for in the Contract Labour (Regulation and Abolition) Act for the welfare and health of the labour employed on the work.
17. The Contractor agrees to indemnify the Customer against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923).
18. **Police Verification:** At all times, the contractor will be responsible to ensure that DEOs engaged by him are security cleared by Police Station of worker's residing area. Police verification is to be submitted at least 15 days prior to commencement of the contract. The contractor will also ensure that no person employed by him for the services has been/ is involved in any activity against the interest of state.
19. The Contractor shall be responsible for all commissions and omissions on part of manpower engaged for the purpose. The **Controller Material Planning (CMP) on behalf of Material Superintendent, Mumbai** shall not be responsible in any manner whatsoever, in matters of injury/death/health etc. of the contractor's employees performing duties under this contract.
20. The contractor shall be obliged and solely responsible to comply with all statutory security requirements in respect of the manpower engaged by the firm and The **Controller Material Planning, Mumbai** shall not be a party to any dispute arising out of such deployment by the contractor.
21. The manpower deployed by the contractor under this contract shall be the employee of the contractor and in no circumstance shall ever have any claim of employment with the **Controller Material Planning, Mumbai**.
22. **Responsibility of payment of wages as per Section 21 of CLRA – 1970.**
23. The contractor shall make payment to the Skilled Clerical Staff employed on monthly basis under the contract in their respective accounts and documentary proof duly signed by DEO's to be deposited to **Controller Material Planning (CMP)**, in the premises of **Material Organisation** 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, Controller Procurement on behalf of Material Superintendent reserves the right to make payments to the contract labour by deducting from any amount payable to the contractor under any contract or as debt payable by the contractor. Contractor to inform EPF account number/proof to respective DEO which can be checked by tenderer any time.

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 by respective O/ic of the section.
- (b) The registers and records that will be maintained by Contractor are as follows:-
 - (i) Register of persons Employed on Form XIII of CLRA-1970.
 - (ii) Employed Card on form XIV within three days of employment of each worker.
 - (iii) Service Certificate on Form XV is to be issued to every worker on termination of employment for any reason.
 - (iv) 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. **Warning Clause.** In case any complaint is received from users, the veracity of the complaint will be ascertained by Material Superintendent and if found true, the following penalty will be imposed in addition to deduction of amount equivalent to deficiency in manpower deployment:-

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

26. **Replacement of Skilled Clerical Staff.** The contractor shall ensure that unwanted replacement/change of Clerical (DEOs) can't be done without permission of Controller Material Planning, Mumbai. The Contractor shall change the Skilled Clerical Staff within 24 hrs. if the concerned person shall commit any of the following :-

- (a) Any act of Disobedience.
- (b) Negligent performance of duty.
- (c) Any act of dishonesty.
- (d) Indulging in illegal activity which may jeopardize the interests of the Govt. and Customer.
- (e) Any other misconduct.
- (f) Use of alcohol or any other drugs while on duty.

27. **Signing of Contract Agreement.** The successful bidder / contractor will require signing an agreement with the Buyer within 30 days from the date of written intimation to this effect and submitting e-stamp paper & complete related legalities within 30 days of award of contract.

28. **Contract Operating Authority.** The contract for hiring of data Entry operator once finalized, will be operated by **Controller Material Planning (CMP) on behalf of Material Superintendent, Ghatkopar (West), Mumbai – 400 086** through its designated officers.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:
 - (a). Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP,
 - (b) The Lowest Bid will be decided upon the lowest price quoted by the Particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
 - (c) The Bidders are required to spell out the rates of GST 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. If reimbursement of Customs duty / Excise Duty / VAT 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 final and no claim on account of such duties will be entreated 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 excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty /Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty 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 Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was 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 excise duty 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 excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.
 - (d). 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.
2. **Service Charges:-**
 - a) Service charges are to be quoted as a whole amount for one year which may include the various components like Stationery, Pay bill generation & correspondence for EPF & ESI, Correspondence for maintenance of attendance etc, Maintenance of register & correspondence for labour commissions as per CLRA 1970, Telephone charges, Profit, Rent, Electricity charges and other overhead expenses.
 - (b) Any tender as felt by tenderer with factitious service charge will be rejected.
3. **Price Bid Format:** The price bid format as per BOQ uploaded.

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ACMP (Admin)
for Material Superintendent

Technical Details:-

- a) Service Provider shall provide services of hiring of DEO (Clerical).
- b) Only personnel Conversant in the age groups between 21 to 40 years are to be provided.
- c) Character and antecedence of all the personnel should be verified through Civil Police prior to placement order
- d) The placement of Work Order will be only done after interviewing the Data Entry Operator (DEOs). In addition, any replacement / new operators will also be interviewed prior to induction.
- f) The Service Provider shall maintain an attendance register duly signed by his personnel and countersigned by an MO(MB)/CMP officers authorized by the Material Superintendent.
- g) Data entry Operators are not allowed any floppies, CD's, Flash / Pen drive or any other removable / detachable drive from or to the Office.
- h) Data entry Operators are prohibited from carrying any firearms, Cameras, film roll phone and voice recorders at the work place (as per MO(MB) routine)
- j) The DEOs will be required on 22 days of the month excluding Sunday and MO (MBI) Holidays, as per promulgated time by this Organisation. The personnel will be employed for 8 hours.
- k) MO(MB) authorities shall have right to avail the services of the personnel on any day and time as when required and the services provider shall be bound to provide these Service. No extra payment shall be made for any work done beyond the timing stipulated Contract. However, the personnel employed on extra time shall be given equal amount of time as compensatory off.
- l) The period of contract shall be for 03 months. However period of extension at the discretion of MS, MO (MBI).
- m) In case the services provided by the Service Provider are unsatisfactory or irregular, the contract shall be terminated at the sole discretion of the MS MO(MBI) by giving 60 days notice.
- n) All matters / disputes arising between the service provider and his / her workmen will be dealt with only by the Service provider and the MS (MB) shall in no way whatsoever is involved. Service Provider shall indemnify MS (MB) against matters / arising between Service Providers and his Technicians.

p) The nominated personnel by the firm will be interviewed by rep of MO(MB)/CMP Admin department. Prior placement of order, any person found not suitable to be replaced by the firm.

q) Utmost care should be taken to avoid any damage to the existing fittings while executing the work. Any damages resulting to the equipment / fittings due to negligence either in the part of contractor or his employees shall be made good by the contractor to its original specifications at his own cost.

r) Police verification certificate for the contractor and staff is required to be submitted to security Officer, Material Organisation, Mumbai for issuing Security photo passes.

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