Tele : + 91-33-23248055
Fax : + 91-33-23248007
E mail : rhq-ne@indiancoastguard.nic.in

Reply should be addressed to
The Commander, Coast Guard Region (North East)

Headquarters
Coast Guard Region (NE)
6th Floor,
Synthesis Business Park
Rajarhat, New Town
Kolkata – 700 161

CP/0277/8 06 Sep 18

INVITATION OF BIDS FOR OUTSOURCING OF CLERICAL STAFF AND SUPPORTING STAFF AT RHQ(NE), OTHER CG UNITS IN AND AROUND KOLKATA INCLUDING IFA(EC) AND AO(N) OFFICES IN KOLKATA

REQUEST FOR PROPOSAL (RFP) No. CP/0277/8 dated 06 Sep 18

Sir,

1. "**Online bids**" (**under Single bid system)** on Open Tender basis are invited from Registered/approved/reputed firms by the **Commander Coast Guard Region North East** for "**OUTSOURCING OF CLERICAL STAFF AND SUPPORTING STAFF",** listed in **Part II** of this RFP. **Manual bids shall not be accepted. Tender document** can be viewed and downloaded from CPPP site **https://eprocure.gov.in/eprocure/app** as per the schedule given in CRITICAL DATE SHEET. The tender document can be obtained from The Commander (for Regional Civilian Personnel Officer) Coast Guard Region (NE) 6th Floor, Shrachi Building, Synthesis Business Park, New Town, Rajarhat Kolkata – 700 161/ ICG website www.indiancoastguard.gov.in on payment of 250/-. If the document downloaded from the website Rs. 250/- be submitted alongwith the EMD to this office. The CRITICAL DATE SHEET are as under:-

CRITICAL DATE SHEET

SL. NO.	DESCRIPTION	DATE & TIME
(a)	Published Date	06 Sep 18 (1100 hrs)
(b)	Bid Document Download / Sale Start Date	06 Sep 18 (1110 hrs)
(c)	Clarification Start Date	06 Sep 18 (1140 hrs)
(d)	Clarification End Date	07 Sep 18 (1200 hrs)
(e)	Pre-bid Meeting	---
(f)	Bid Submission Start Date	08 Sep 18 (0900 hrs)
(g)	Bid Document Download / Sale End Date	18 Sep 18 (0900 hrs)
(h)	Bid Submission End Date	18 Sep 18 (1000 hrs)
(j)	Opening Bid	19 Sep 18 (1500 hrs)

2. The address and contact number for sending online bids or seeking clarifications regarding this RFP is as follows:

The Commander
(for Regional Civilian Personnel Officer)
Coast Guard Region (NE)
6th Floor, Shrachi Building,
Synthesis Business Park,
New Town, Rajarhat
Kolkata – 700 161
Tele : + 91-33-23248055, Fax : + 91-33-23248007
Email id: rhq-ne@indiancoastguard.nic.in

3. The RFP is divided into five parts as follows:-

(a) **Part - I** Contains General Information and Instruction for the Bidders about the RFP such as the time, place opening of bid, submission of EMD/PBG and opening of tenders, validity period of tenders etc.

(b) **Part - II** Contains essential details of the 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 online Price bids.

4. This RFP is being issued with no financial commitments and the customer reserves the right to change or vary any part thereof at any stage. The buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. You are requested to comply with all the terms and conditions mentioned in the RFP and certificate in this regard is to be endorsed on the quote submitted by your firm, Relaxation/deviation of terms/conditions if any, should be clearly brought out for consideration, however acceptance of same will solely be at discretion of Coast Guard.

6. Bids documents may be scanned with 100dpi with black and white option, in PDF format which helps in reducing size of the scanned document.

7. Tenderer/Contractor are advised to follow the instructions provided in the 'Instructions' to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at https://eprocure.gov.in/eprocure/app.

8. Bids shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.

Thanking You,

Yours faithfully,

(AD Roy)
Senior Civilian Staff Officer
Regional Civilian Personnel Officer
for Commander
Coast Guard Region (NE)

Enclosures: (i) RFP Part – I to V
(ii) Annexure - 'A'
(iii) Annexure – 'B'

Part I – General Information

1. **Last date and time for depositing the online bids.** **As per critical date sheet** The online single bid (both technical and commercial) should be uploaded as per this RFP by the due date and time. The responsibility to ensure this lies with the Bidder.

2. **Manner of depositing the bids.** Online Bids be scanned and uploaded before due date and time. Late tenders will not be considered. No responsibility will be taken for technical delay or not uploading of bids or Bid documents. Bids sent by FAX or e-mail will not be considered.

3. **Time and date for opening of bids.** **As per critical date sheet** (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. **Place of Opening of the Bids.** Headquarters, Coast Guard Region(NE), Synthesis Business Park, 6th floor, Shrachi Building, New Town, Rajarhat, Kolkata – 700 161.

6. **Single-Bid system**. The case is being processed on single bid system and, the bids shall be opened as per critical date sheet mentioned in this tender document. The evaluation of bids of requisite documents received online will be carried out by a board of officers. The details of TEC and commercial evaluation will be uploaded on the Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app).

7. **Forwarding of bids.** Bids should be prepared, signed, scanned and uploaded by the Bidders on their original memo/letter pad in the form of pdf.

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 by the clarifications as per critical date sheet at address at mentioned above.

9. **Modification and withdrawal of Bids.** The Bidder may modify (resubmit) his bid online after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.

(a) If bidder desires to withdraw before bid submission closing date/time, he may do so **online** in the portal.

(b) No bid will be withdrawn in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity.

10. **Clarification regarding contents of the Bids.** During evaluation 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/bids 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 **90 days** from the last date of submission of the bids.

14. **Earnest Money Deposit.** Bidders are required to upload scan copy of Earnest Money Deposit (EMD) in favour of PCDA(Navy), Mumbai for amount of **Rs. 1,16,000/- (One Lakh sixteen thousand only**) - and **forwarded hard copy(original) to this office so that it is received prior opening the 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 or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). 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 Organization (e.g. DGS&D), National Small Industries Corporation (NSIC), Dept 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. In case non receipt of hard copy(original) of EMD by this Headquarters, will render the bid invalid.

15. **Revision of Contract Rates**:- The initial agreement is for a period of one year however the same can be extended for up to three months if mutually agreed to by the contractor and CGRHQ(NE).

16. **Right to terminate the contract:-**

(a) The first party reserves the rights to cancel or terminate this contract agreement giving reason and time maximum up to one month.

(b) The first party also reserves the right to terminate the contract without assigning any reason or/ and without giving any time.

(c) Contract will be terminated if violation or breach of any one or more terms/conditions is observed. It will be up to the first party to give any warning/time for improvement by the Second party or not.

(d) Poor performance of staff, irregularity in reporting, misconduct or unlawful conduct by the staff, breach of security, breach of contract terms, association with unlawful organization or antisocial elements, espionage, disregard to office rules etc. will also qualify for termination/cancellation of contract by the first party as well be subjected/dealt as per relevant laws by the first party.

(e) The EMD cum security deposit will be returned/forfeited, adjusted as per terms given above.

(f) First party can float tenders for new rate contract before actual date of termination of contract and second party will have no objection to that. However, new rate contract will be signed only after due date of termination of contract.

PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED

1. **Schedule of Requirements.** The agency has to provide Clerical Staff and Supporting Staffs for CGRHQ (NE), ICGS Kolkata, CGRPT Kolkata and CGTLO Barrackpore at Kolkata. The total 15 clerks(Typist) + 10 Supporting staff = 25 personnel are required. The brief description of duties of respective staff is as under:-

(a) **Providing Services of Personnel for clerical duties**:

Educational Qualification: 10+2 and having basic computer knowledge with typing speed of 40 w.p.m in English.

(i) Preparing Word documents on computer.
(ii) Diarizing/registration of mail/official letter/note received.
(iii) Opening of file and its proper maintenance
(iv) Collection of stationery from the stores and keep in safe custody and to ensure proper distribution/utilization.
(v) Receipt of Mail, opening and entering in Registers.
(vi) Maintenance of register as per instructions of the Section-in-Charge.
(vii) Other official duties assigned by the senior officers from time to time.

(b) **Providing services of Personnel for Supporting staff duties**:

Educational Qualification: 10 std. with good physique.

(i) Opening/closing of office.
(ii) Ensuring cleaning of office.
(iii) Carrying files to various offices.
(iv) Photocopying of documents and maintenance of connected registers.
(v) Shifting of stores, items, furniture etc.
(vi) Distributions of mail to various sections.
(vii) Preparing envelopes, putting the papers in envelops and pasting/sealing
(viii) Posting items by delivering them at post office.
(ix) Any other work assigned from time to time.

2. **Technical Details/Scope of Services to be provided by the Contractor.**

(a) All salaries will be mandatory subject to compliance with the minimum wages act and will be calculated in compliance of the same as laid down by the Government.

(b) The firm will ensure proper conduct and discipline of its workmen. In case of any misconduct, the firm will ensure proper proceedings and disciplinary action. The firm will ensure that the workmen employed do not have any communicable disease or infection. The firm will ensure that in case of illness, the employees will be asked to resume duty only once he is medically fit and certified by a government doctor.

(c) The firm will ensure police verification of all the employees in its roll who are working for Coast Guard Assets at Kolkata. No employee of the firm, whose police verification has not taken place, will be allowed to enter the premises of Coast Guard. All employees will use I-Cards issued by the Contractor while carrying out their jobs.

(d) The firm will also advise its workmen to restrain themselves from entering into any argument with Coast Guard personnel and monitor their behavior continuously. All employees will strictly follow the guidelines of administrative authority of Coast Guard Region (NE), Kolkata.

(e) The contractor will not allow or permit the employees to participate in any trade union activities in the premises of the Coast Guard.

(f) Any theft or damage caused by the contractor's personnel shall be borne by the contractor.

(g) All personnel and their bags connected with the contract shall be liable for physical check at any point of time.

(h) The firm bidding for contract should be in possession of LABOUR LICENCE from Office of the Labour Commissioner, West Bengal. The Coast Guard will not be responsible for any injury or loss to any of the contractor's personnel that may take place while on duties. Any compensation or expenditure towards treatment for such injury or loss shall be sole responsibility of the contractor.

(j) Skilled/unskilled manpower provided by the contractor are to be utilised for day to day official/supporting work of the Coast Guard Regional Headquarters (NE), ICGS Kolkata, CGRPT (Kolkata) and CGTLO Barrackpore at Kolkata.

3. **Online submission of Single-Bid system**. The case is being processed on single-bid system and bids would be opened online at the time and date mentioned in Critical Data Sheet. The compliance of Bids would be determined on the basis of the parameters specified in the RFP. The Bidders are advised to submit signed and scanned copy of the duly filled proforma alongwith all supporting documents as per **Annexure 'A'** of RFP. Instruction for online bid submission is annexed as per **Annexure 'B'.** The following documents form part of online bid:-

(a) Signed and scanned copy of NSIC certificate

(b) Signed and scanned copy of Registration certificate from ICG, if any

Note:- Signed & Scanned copy of Bids should be uploaded by Bidder under their original memo/letter pad.

(i) Failure to submit any of above documents will render the bid invalid

(ii) Buyer reserve right to cancel any bid without assigning any reason.

4. **Delivery Period.** The contract awarded shall be effective **for a period of one year** from the date of signing of the agreement or the effective date of contract, the same may be extended further for a period on mutual agreement between the contractor and the Indian Coast Guard as per the laid down regulations based on the IFA concurrence. **Please note that the contract can be cancelled unilaterally by the customer in case the service provided is unsatisfactory. Extension of contract will be at the sole discretion of the customer.**

5. **Consignee details-**

(a) **Consignee**	(b) **Paying authority**
The Commander **Coast Guard Region (NE)** **6th Floor, Shrachi Building,** **Synthesis Business Park,** **New Town, Rajarhat** **Kolkata – 700 161**	**The Senior Accounts Officer** **CDA (Navy)** **C/O Navy Office, Hastings** **Kolkata – 700 022**

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. Only the relevant portions of the standard conditions have been reproduced below. For the complete conditions you may log on to Ministry of **Defence official web site**.

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/Work 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 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 standard clauses of arbitration is as per Forms DPM-7, DPM – 8 and DPM -9 (available in MOD website and can be provided on request).

4. **Penalty for use of undue influence**. The contractor undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage inducement to any person in service of the Buyer or otherwise procuring the Contracts 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 knowledge of the contractor) or the

commission of any offers by the Contractor or any one employed by him or acting on his behalf, as define in chapter IX of the Indian penal code, 1860 of the prevention of corruption Act, 1986 or any other act enacted for the prevention of corruption shall entitle the customer to cancel the contract order and all or any other contract orders with the contractor and recover from the Contractor 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 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 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 Contractor 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 Contractor confirms and declares to the Buyer that the Contractor is the original provider of the services referred to in this contract order 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 order to the bidder, 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 bidder 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 customer that the bidder has engaged any such individual/ firm, and paid oriented 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 order, the bidder will be liable to refund that amount to the customer. The bidder will also be debarred from entering into any contract order 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 order either wholly or in part, without any entitlement or compensation to the bidder who shall in such an event be liable to refund all payments made by the customer in terms of the contract order 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 contract order 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 / agencies 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.** In the event of the bidder failure to submit the Bonds, Guarantees and documents, supply of the services, training to the personnel employed etc as specified in this contract, the Buyer may at his discretion, with hold any payment until the completion of the contract. The Buyer may also deduct from the bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the services mentioned above for every week of delay or part of a week, subject to the maximum values of the liquidated damages being not higher than 10% of the value of delayed services.

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 services provided by the contractor is delayed for causes not attributable to Force Majeure for more than one week and/or services found below the acceptable standard amplified in the SOR of this RFP.

(b) The contracting firm is declared bankrupt or becomes insolvent.

(c) The undertaking of the tasks is delayed by more than two weeks due to causes of Force Majeure provided the same is a clause in the contract.

(d) The Buyer has noticed that the bidder has utilized the services of any Indian/ Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

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

11. **Transfer and Sub-letting.** The Contractor has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12. **Patents and other Industrial Property Rights.** The prices stated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrials property rights. The contractor shall indemnify the Buyer against all the claims from the third party at any time on the account of the infringement of any or all the rights mentioned in previous paragraphs, whether such claims arise in respect of use. The Contractor shall be responsible for the completion of training aggregates of the fact of infringement of the services, 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.**

(a) If Bidder desires to ask for excise duty or Sales Tax/ VAT or CST or any other tax or duty extra, the same must be specifically stated. In the absence of any such stipulated, it will be presumed that the price includes all such charges and no claim for the same will be entertained.

(b) If reimbursement of any Duty/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 final and no claim on account of such duty/ tax will be entrained after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of any duties/ tax and does not confirm inclusive of such duty/ tax so included is firm and final, he should clearly indicate the rate of such duty/ tax included in the quote. Failure to do so may result in ignoring of such offers summarily.

(d) If a Bidder is exempted from payment of any duty/ tax up to any value of services from them, he shall 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. Stipulations like, the said duty/tax 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 contractor that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the bidder, who fails to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other bidder.

(e) Any change in any duty/ tax upward/ downward as a result of any statutory variation in excise 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 relief, exemptions, rebates, concession etc. if any obtained by the Contractor.

15. **Sales Tax/VAT/GST**

(a) If it is desired by the Bidder to ask for Sales/Service tax/VAT/GST 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 and no liability of sales tax will be developed upon the Buyer.

(b) On the Bids quoting sales/service tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

16. **Pre-Integrity Pact Clause: NA**

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 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 (SBI, Syndicate Bank, ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to **5%** 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 expiry of the contract. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Option Clause**. This contract will have an Option Clause, wherein the Buyer 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 Buyer to exercise this option or not.

3. **Repeat Order Clause.** This contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of 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 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 50% plus/minus increase or decrease the quantity of the required services upto that limit without any change in the terms and 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**. In no case, advance payment will be made. The payment will be made through Controller of Defence Accounts (Navy), INS Netaji Subhash, Hasting, Kolkata subject to availability of all documents/ vouchers, challan etc. E-payment facility by CDA (Navy) is available. Bank details (including MICR code) be also forwarded along with the invoice, in case of Purchase Order/Work Order placed on the firm. Payment will be made by CDA (Navy), Kolkata. It normally takes between 15-30 days for payment after receipt of bills.

6. **Paying Authority.** The Controller of Defence Accounts (Navy), Kolkata. The payment of bill will be made on submission of the following documents by the Seller to the Buyer along with the bill :

(a) Ink-signed copy of Commercial Invoice (in triplicate)

(b) Satisfactory work completion report by the Chief Staff Officer(P&A), RHQ(NE) or his authorized officers.

(c) Copy of Contract with U.O. number & date of IFA's concurrence, wherever required under delegation of powers.

(d) Claim for statutory and other levies to be supported with requisite documents/ proof of payment such as service tax, proof of payment of GST, proof of payment for EPF/ ESIC contribution with nominal roll of beneficiaries.

(e) Performance Bank guarantee/ Indemnity bond wherever applicable.

(f) Details of electronic payment viz., Account holders 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).

(g) Any other document/ certificate that may be provided for in the contract.

7. **Fall Clause:-**

Fall clause is price safety mechanism in the rate contract. The fall clause provides that if rate contract holder reduces its price or sell or even offers to sell the rate the contracted goods following condition of sale similar to those of the rate contract, at a price lower than the rate contract price, to any person or organization during the currency of the rate contract, the rate contract price will be automatically reduced with effect from the date for all the subsequent supplied under the rate contract and the rated contract amended accordingly. Other parallel rate contact holder, if any, will also be given opportunity to reduce their price as well, by notifying the reduced price to them and giving them 15 (fifteen) days time to intimate their revised prices, if they so desire, in sealed cover to be opened in pubic on the specified date and time and further action taken as per standard practice. The purchase organizations will keep special watch on the performance of rate contract holders who reduce their price on one pretext or other. If their performance is not up to the mark, appropriately severe action will be taken against them including deregistering them, suspending business deals with them, terminating the contract, etc.

8. **Risk & Expense clause**. Successful bidders will be obliged to fulfill all conservancy requirement of this office, at all times, failing which this office will reserve the right to hire services of Skilled/unskilled staff from alternate agencies at risk and expense of the successful bidder.

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

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6(six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30(thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

10. **Minimum wages.** The contractor should ensure payment of existing minimum wages as per Minimum Wages Act, 1948 as revised from time to time for Provisioning of 15 clerks(Typist) + 10 Supporting staff = 25 personnel of Clerical Staff and Supporting Staffs for CGRHQ (NE), ICGS Kolkata, CGRPT Kolkata and CGTLO Barrackpore at Kolkata. Non-adherence to the Minimum Wages Act, 1948 will result in cancellation of the contract, forfeiting of EMD/ PBG and appropriate administrative action. The contractor would be required to ensure payment to the manpower deployed by him for execution of the proposed schedule of duty as per the existing minimum wages promulgated by Central Government to outsourcing staff.

11. **Arrears of minimum wages.** The contract rates shall be based on existing Minimum Wages promulgated by the Labour Department, Central Govt/Govt. Of West Bengal /District Collector, Kolkata District and will be subject to revision on revision of Minimum Wages by Labour Department, Govt. Of West Bengal/District Collector, Kolkata District for which intimation letter shall be submitted by the Contractor along with copy of Govt. Order of this effect. The payment of the contractor will be enhanced in accordance with revised minimum wages after approval of competent authority

12. **Rolling of Manpower.** The seller should have rolling manpower to provide substitute staff. It is seller's responsibility to provide substitute manpower, if any of the staff is absent to meet the personal requirement, except Sunday/Closed Holidays for uninterrupted services. In the event when the Seller fails to provide any of the services requisitioned under the agreement, the Buyer will have the right to have such service from a Third Party at the expenses of the Seller.

13. **Escalation Clause. The rates quoted by the contractor shall not be subject to any upward revision after the award of contract. No clause for escalation shall be admissible unless Government legislation has caused escalation of minimum wages beyond existing rates.**

14. **Inspection Authority.** The inspection will be carried out by concerned user department of RHQ(NE) Kolkata his authorized officers for performance evaluation of the staff. The mode of inspection will be departmental inspection / user inspection.

15. **Claims.** The following claims clause will form part of the contract placed on successful Bidder:-

(a) The quantity claims for deficiency of quantity shall be presented within 45 days of completion of JRI and acceptance of goods. The quantity claim shall be submitted to the Seller as per Form DPM-22 (Available in MoD website and can be given on request).

(b) Non providing of staff, the amount of PBG will be adjusted with extent and contract terminated.

16. **General Conditions**:-

(a) Second party (i.e. vendor) shall ensure that the personnel are always dressed and well mannered.

(b) It will be responsibility of the Second party that the personnel employed to Indian Coast Guard duties don't have any criminal background. The credentials of the personnel shall be verified by the second party from the Police authorities. The second party will be responsible to produce the verified credentials in respect of the personnel, if so required at any time by any competent authority.

(c) The personnel employed by second party will not be having any rights of access at his own, to any of the Indian Coast Guard or other military installations, defence areas or any other Central Govt. premises/ offices where general access to outsiders are prohibited. Personnel attempt to access into any authorized place/rooms of above offices will be deemed as security breach and will empower any of such offices to take suitable penal action against the defaulting personnel.

(d) The staff employed by second party will not attempt to secure any information about any defence/ Govt. Installation/ officials/operations under cover of being on ICG duty.

(e) Any item (personal/Govt. property) found by Staff, after used by ICG authorized personnel to be reported/ handed over by the Staff to Guard Room/Security Staff of this headquarters/concerns ICG units at first available opportunity.

(f) The responsibility for conduct and character of staff will be on second party.

(g) It shall be responsibility of second party to ensure that the staff will not indulge in any quarrel, arguments with user reps of first party over any issue.

(h) First party will not be responsible for any misconduct or disobedience by the staff to any law enforcing agencies.

(j) Second party will be responsible for the personal/administrative needs of the staff like rests, payments, refreshments, medical or other such requirement which may affect the quality of the service rendered by the contractor. First party will not be bound to consider these factors while assessing performance of second party with regards to staff's conduct.

(k) Staff should be medically fit for requisite duty. They should not have illness, infectious disease when reporting for duly.

(l) The second party agrees to deposit with first party an amount of 5 % of the L1 price as security deposit till **31 Dec 19** which will in turn will be deposited with CDA (Navy), Kolkata by first party and will be released only after making adjustment if any to safe guard Govt. interest.

(m) The security deposit will be used to adjust any dues/other charges against the second party and remaining amount if any will be returned to second party only after **31 Dec 19**. In case of violation/breach of contract by the second party, the amount may be confiscated. No claim to return the EMD in such case will be entertained.

(n) In case, the contract is pre maturely terminated/cancelled owing to poor services rendered by the second party, the first party will have right to engage other sources for providing staff during the interim period till the time new rate contract is concluded. In this case hiring will be payable by the firm and will be adjusted against the EMD cum security deposit and bills pending for payment.

(p) If the charges payable by the second party are in excess to the EMD cum security deposit amount deposited with CDA (Navy), Kolkata and the bills are pending for payment, the first party shall have the right to recover the additional charges from the second party.

(q) The pre-receipted bills will be forwarded by the second party along with fully completed/signed worksheets on monthly basis, to the concerned operating units who in turn will forward the contingent bills for the same. The payments will be made by CDA (Navy), Kolkata directly to the second party against contingent bills. The correctness of invoice sets will be ensured by second party. Postal delays & delay in processing of bills by CDA (Navy), Kolkata will not be attributable to first party and no claims with respect of such delays will be entertained by the first party.

(r) The submission of bills will not be delayed beyond 20 days by the second party.

(s) In the event of any dispute arising under these terms and conditions, the decision of the first party or any other officers nominated by first party for this purpose will be final. The contract operating authorities shall be deemed to be the officer nominated for the purpose.

(t) The second party shall have a valid CST No. and income tax account No. Income Tax may be deducted by CDA (Navy), Kolkata at the source from the bills, now ever it will be sole responsibility of second party to pay all govt. taxes in time. First party will not be held responsible for any delay/non-payment of such taxes.

(u) Second party should be in a position to be contacted telephonically 24 hours on all day including Sunday/Holidays to enable the user unit/rep of the first party to place requisition/orders/complaints etc. the second party also shall have regular office establishment, telephones and fax for communication & contact.

(v) The contractor or his representative will be available at Coast Guard Regional Headquarters every 15 days for reviewing the performances of firm in supply of the staff and to personally oversee the allocation of staff on that day. An amount of Rs.200/- (Rupees two hundred only) can be deducted from the value of staff on any day or from pending bills for failure on this account.

(w) The general office timing for skilled Staff Clerk (Typist) is 0900-1730 hrs. and unskilled staff is 0800- 1630 hrs. However, the staff can be called on other days depending upon the office requirement for which compensatory off will be given.

(x) The clerical staff should be 10+2 with computer operating skill and should be able to perform duties as mentioned in essential requirement (Part-II Para 1 of RFP).

(y) The supporting staff should be 10^{th} std. pass and be able to perform task as mentioned in essential requirement (Part-II Para 1 of RFP).

17. **Special Conditions/Instructions:-**

(a) The commercial bid is to be submitted online only and may be uploaded before bid submission time. Bidder will be responsible for any delay due to other issues. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

(b) Quotations will be opened by a committee on due date and time online. If due to any exigency the due date for opening of tenders is declared as closed holiday, in such cases, the tenders will be opened on next working day at the same time or any other day/time as intimated by the customer.

(c) Tenders sent by fax will not be considered. Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.

(d) Commercial offers will be opened and negotiations will be made only with the lowest bidder (L1) as determined by the committee.

(e) Payment will be made monthly by cheque/cash/ECS by CDA (Navy), Kolkata on receipt of original bill, which shall to be handed over to this office by last day of the month or by first week of next month for raising of contingent bill. Same could be subject to change in future notice, being changed to CDA (Navy).

18. **Statutory Conditions:-**

(a) That the contractor shall obtain a valid license from the Competent Licensing Officer under the provisions of the Contact Labour (Regulation and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules, 1971 within 90 days of the date of this Agreement. If the contractor fails to obtain license within the stipulated time or is refused of the licenses by the concerned authorities for any reasons or do not comply with the conditions stipulated in the license, this agreement will automatically stand terminated and the Government shall be at the liberty to recover loses, if any, from the contractor or from the PBG submitted by contractor.

(b) That the contractor shall also abide by the provisions of the Child Labour (Prohibition and Regulation) Act 1936. No Labourer below the age of 18 years shall be employed by the contractor for the service provided by the contractor to the Government.

(c) That the contract shall pay to the workmen employed by him wages as per prevailing rates in accordance with the provisions of the Contract Labourer (Regulation and Abolition) Act 1970 and Contract Labourer (Regulation and Abolition) Rules 1971 under intimation to first party failing which money will be paid from PBG and contract will be terminated.

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, both technically and commercially. Two separate namely clerical staff and supporting staff are indicating in the RFP.

(b) The Lowest Bid will be decided upon the sum total of services and service charge but excluding GST.

(i) The quote for clerical staff will be calculated. Based on this calculation, the firm quoting least for clerical group only will be awarded contract for that specific group.

(ii) Similarly the quote for supporting staff will be calculated.

2. **<u>Price Bid Format</u>**: The Price Bid Format is enclosed as BOQ proforma and Bidders are required to download the BOQ file , open it and complete the unprotected cell with their respective financial quotes and other details (such as name of the bidder) and **UPLOAD** schedule of price bid in the form of **BOQ XXXXX.xls** in the bid.

*** Service Charges/Contractor's profit will be added at the time of deciding L1.**
****Service Charges/Contractor's Profit (%) will remain unchanged on account of change in rate of Minimum Wages by Labour Commissioner.**

Thanking you.

Yours faithfully,

(AD Roy)
Senior Civilian Staff Officer
Regional Civilian Personnel Officer
for Commander
Coast Guard Region (NE)

Annexure 'A'
Refer para 3 of Part II of RFP

PERFORMA FOR COMPLIANCE STATEMENT OF BIDDER

Sl.	Description	Compliance	Enclosed Documents
(a)	Indicate acceptance of entire scope of work as per the RFP	Yes/ No.	
(b)	Indicate EMD has been attached	Yes/ No.	
(c)	Organizational Chart of your Company	Yes/ No.	
(d)	Income tax return of the company for the last 3 years attached	Yes/ No.	
(e)	Service Tax certificate for last 2 years attached	Yes/ No.	
(f)	Whether the company comply with statutory obligation i.e. Minimum Wages Act and other related Labour Laws. (Attach undertaking) {**Proof of necessary registration like EPF, ESI, Labour Commission etc. needs to be enclosed by the vendors**}	Yes/ No.	
(g)	Police verification and screening of employees of company to be done for 100% employees.	Yes/ No.	
(h)	List of Govt. organizations where you are providing services (attach document).	Yes/ No.	
(j)	Signed and scanned copy of NSIC certificate attached	Yes/ No.	
(k)	Signed and scanned copy of Registration certificate from ICG, if any, attached	Yes/ No.	

Note- All supporting documents as mentioned at Sl. (a) to (f) above are to be scanned and uploaded with this proforma. Non-receipt of the above documents shall liable to cancel the bids.

(Signature of the bidder's authorized rep)

Annexure 'B'

(Refer para 3 of Part II of RFF No. CP/0277/8 dated Sep 18)
INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: **https://eprocure.gov.in/eprocure/app**.

1. **Registration**

(a) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.

(b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

(d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

(e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

(f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. **Searching for Tender Documents**

(a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as

Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

(b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. **Preparation of Bids**

(a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

(b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. **Submission of Bids**

(a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

(c) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

(d) Bidder should prepare the EMD (if applicable) as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

(e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

(f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(j) Upon the successful and timely submission of bids (ie after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

(k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. **Assistance to Bidders**

(a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.