

**REQUEST FOR PROPOSAL FOR OUTSOURCING OF SERVICES OF
CASUAL LABOUR (UN-SKILLED), SUPERVISOR (SEMI-SKILLED) AND
CANTEEN ATTENDANTS (UN-SKILLED),**

(OPEN TENDER ENQUIRY)

Request for Proposal (RFP) No. 11 /2017-18

No. A/30024/OUTSOURCING CL & CA/CAO/MP-I

Government of India
Ministry of Defence
Office of JS & CAO
E-Block, Darashukoh Road,
New Delhi-110011

03 Apr 2018

1. The JS & CAO, Ministry of Defence, New Delhi, for and on behalf of the President of India, herein after called the "Government" invites Bids under **Online Open Tender Enquiry (OTE) on Two Bid System for outsourcing of Services of 36 Casual Labourers (35 un-skilled & 01 semi-skilled as Supervisor) and 50 Canteen Attendants (un-skilled) in the various Offices and Departmental Canteens, respectively, in the O/o JS & CAO and ISOs located in Delhi/New Delhi** for a period of one year which will be extended for further two years on satisfactory performance basis.

2. The address and contact numbers for sending physical documents or seeking clarification regarding this RFP and other details are given below :-

- | | | | |
|-----|--|---|--|
| (a) | Bids/queries to be addressed to | : | JS & CAO
Min of Def, E Block,
New Delhi-110011 |
| (b) | Postal Address for sending the Bids | : | Dy Director/MM-II
O/o JS & CAO
Room No.55, E-Block
New Delhi-110011 |
| (c) | Name/designation of contact personnel | : | Shri Shiv Kumar,
Dy Director/MM-II |
| (d) | Telephone No. | : | 011-2301 4698 |
| (e) | Fax Number | : | 011-2301 4693 |
| (f) | E-mail ID | : | --- |
| (g) | Last Date and Time for receipt of bids | : | 07 May 2018 at 1500 Hrs |
| (h) | Date and Time of opening of bids | : | 07 May 2018 at 1530 Hrs |

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.

-sd-
(Shiv Kumar)
Dy Dir/MM-II
for JS & CAO

PART I – GENERAL INFORMATION

1. **Critical Dates.** The critical dates with respect to the Tender Reference No. RFP No. 11/2017-18 are as follows :-

<u>CRITICAL DATE SHEET</u>			
Ser No.	Description	Date	Time
(a)	Published	04 Apr 2018	1700 hrs
(b)	Bid Document Download Start	04 Apr 2018	1700 hrs
(c)	Clarification Start	04 Apr 2018	1700 hrs
(d)	Clarification End	13 Apr 2018	1700 hrs
(e)	Bid Submission Start	13 Apr 2018	1700 hrs
(j)	Bid Submission End	07 May 2018	1500 hrs
(k)	Bid Opening	07 May 2018	1530 hrs

2. **Manner of depositing the Bids.** The bids will be submitted online and in the following manner :-

(a) **Physical Bid** Following documents shall be submitted physically in the sealed tender box prior to bid submission end date, in an sealed envelope duly marked with Tender ID along with a covering letter under company letter head.

(i) Technical Bid Form along with enclosures (including Original EMD) (As per Para 3 of Part-II of RFP).

(b) **E-Bid Cover-I** Cover-I will contain the Technical Bids consisting of following in a single PDF file :-

(i) Technical Bid Form along with its enclosures (As per Para 3 of Part-II of RFP).

(c) **E-Bid Cover-II** BOQ bid packet will be submitted as Cover II and will consist of BOQ bid (Price Bid) (Appendix 'C').

3. **Location of the Tender Box:** Reception Office O/o JS & CAO, Ministry of Defence E Block, Dara Shukoh Road, New Delhi-110011. Bids dropped in the wrong Tender Box will be rendered invalid.

4. **Time and date for opening of Bids: 07 May 2018 at 1530 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).

5. **Place of opening of the Bids:** Room No. 158, Conference Hall, O/o JS & CAO, 'E' Block, Dara Shukoh Road, New Delhi-110011. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. This event will not be postponed due to non-presence of your representative.

6. **Two-Bid system:** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.

7. **Forwarding of Bids:**

(a) The **BOQ** bid will be submitted “**Online only**”.

(b) The **BOQ BID should be submitted by the bidder duly digitally signed by the legal owner of the firm or the person authorised by him to do so.** Instructions for Bidders to submit the bids online through the Central Public Procurement Portal for e-procurement at (<https://eprocure.gov.in/eprocure/app>) are attached as **Appendix ‘A’**.

8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the 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) The Bidder may modify (resubmit) his bid after submission, as per the provisions available on the portal. No bid shall be modified after the deadline for submission of bids.

(b) If bidder desires to withdraw before bid submission closing date/time, he may do so online in the portal and offline. Once with-drawn online, he cannot participate again in this tender.

(c) No bid may be withdrawn after the deadline for submission of bid. No bid may be withdrawal in the interval between the deadline for submission of bids and expiry of the period of the specified bid validity. Withdrawal of a bid during this period will result in delisting of firm from registered vender list or Bidder’s forfeiture of bid security or both.

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of BoQ 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 of bids with forfeiture of EMD. Conditional tenders will be rejected. If the firm quotes ‘NIL’ or negligible administrative charges, the bid of such firm would be treated as unresponsive and will not be considered.

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 **04 Months** from the last date of submission of the Bids.

14. **Manner for obtaining the Tender Set.** The tender documents are available for download at www.eprocure.gov.in. The interested firm may download the documents and upload their bids online.

15. **Earnest Money Deposit:-** Bidders are required to submit Earnest Money Deposit (EMD) for amount of Rs.4,90,000/- (Rupees four lac ninety thousand only) along with their bids. The EMD may be submitted in the form of an A/c 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). EMD is to remain valid for period of 45 (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. Bid security is not required to be obtained from those firms who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or concerned Departments or Ministries of the Government of India **for the same item /range of products, goods or services for which the tenders have been issued**. Bid security need not be asked for if the value of the tender is Rs.2 lakhs or less.

Part II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **SCHEDULE OF REQUIREMENTS** – Services required is as follow:

(a) **SCOPE OF THE CASUAL LABOUR (UN-SKILLED) SERVICES REQUIRED TO BE PROVIDED BY THE CONTRACTOR.**

Services of **36 Casual Labourers (35 un-skilled & 01 semi-skilled as Supervisor)** are required to be provided by the contractor through his workmen on daily basis as per demand placed by this office. The workmen shall be detailed by Office of JS & CAO to various offices of Defence HQs located in South Block, Kashmir House, Hutments (E, B, G, H, J, blocks and L, M blocks & Plot No.108 Near the North Block) and West Block I to VIII of RK Puram New Delhi etc.

(i) **DAILY/ON-DEMAND BASIS SERVICES** : O/o the JS & CAO will ask the Contractor to make available the required number of labourers, on day to day basis to be detailed to various user offices located in New Delhi/Delhi, for the following jobs:

01 Supervisor (semi-skilled)

- (a) Maintain roster register of casual labourers for detailment.
- (b) Maintain detail of casual labourers on demand under direction of this office.
- (c) Submission of documents for issue of temporary photo pass for casual labourers.
- (d) Any other work or duty assigned by this office in respect of contract.

35 Casual Labourers (un-skilled)

- (a) Carrying of stores items, furniture, office equipment etc. from stores to various offices of Defence HQ, carrying of heavy mail bags, shifting offices etc.
- (b) Dusting, cleaning of doors, windows, polishing brass/metal fittings, ventilators, glass and removal of bird/animal dropping etc. at different point of time.
- (c) Loading/unloading and carriage of unserviceable items from different offices to the Stores Group of this office or to Ordnance Depot, Shakurbasti.
- (d) Other works of miscellaneous nature.

(b) **SCOPE OF THE CANTEEN ATTENDANT (UN-SKILLED) SERVICES REQUIRED TO BE PROVIDED BY THE CONTRACTOR.**

Services of **50 Canteen Attendants (un-skilled)** required to be provided by the Service Provider and shall be detailed by Office of JS & CAO in various Departmental Canteen of Defence HQs/ISOs.

(Exact details of Departmental Canteen location wise will be provided to the successful bidder)

50 Canteen Attendants (un-skilled)

- (a) To serve Tea/Coffee/Juice etc. in the official meetings.
- (b) To collect the used cups/plates & utensils etc. within the canteen premises, after concluding of official meetings and also from the rooms of Senior Officers.
- (c) To clean crokery/cutlery/utensils etc. in three stages i.e. in running normal water ; in hot detergent water and in potassium permanganate solution.
- (d) To sweep and wash the floor areas in Canteen,
- (e) Cleaning /dusting of tables, chairs and other furniture in canteens.
- (f) Cleaning slabs and area where food is cooked in Canteen.
- (g) Any other additional duty allotted by Incharge of canteen .

2. Technical Details

- (a) **ELIGIBILITY CRITERIA** : Firms fulfilling the following criteria which are mandatory will be eligible for consideration:-
 - (i) Should have ESI and EPF Registration Certificate.
 - (iii) Should have labour license for at least 100 labourers.
 - (iii) GST Registration Certificate.
 - (iv) Should have valid PAN.
 - (v) Should have Audited Balance Sheet not less than Rs.1.5 Cr Annual financial turnover of each of the last 3 years, ending 31 March of the previous financial year..
 - (vi) Experience of having successfully completed any one of the required services during last 3 years costing not less than Rs. 1.35 Cr, ending last day of month previous to the one in which applications are invited.
 - (vii) Should have original Bank solvency certificate issued not earlier than 28 Feb 2018.
- (b) The tender shall be rejected if the documents as well as Earnest Money Deposit of Rs.4,90,000/-(Rupees Four Lakh Ninety Thousand only) are not received alongwith the physical bid and copy of EMD alongwith online bid.

3. Technical Bids form is attached as Appendix 'B'.

4. **Delivery Period** The successful seller will require to sign an agreement with the Buyer within 15 days from the date of award of contract. Supply order will be issued against the contract agreement for services on as required basis.. Extension of contracted delivery period will be at the sole discretion of the Buyer, with applicability of LD clause.

5. The successful tenderer shall execute with the Government an agreement within fifteen days from the date of sign of the agreement, failing which the contract is liable to be terminated and the Government shall be at liberty to make other arrangements at the risk and expense of the tenderer in addition to forfeiture of Bid Security/Performance Security as the case may be.

6. **Consignee Details.** O/o JS & CAO, Ministry of Defence, New Delhi -110011.

7. NOTE :-

(a) Working hours for Casual Labour and Canteen Attendant will normally be 0900 hrs to 1300 hrs and 1330 hrs to 1730 hrs. Though 05 days week (Monday to Friday) is to be observed, the Services may be required on Saturday/Sunday if work so dictates.

(b) Though the Tender is for providing Casual Labours, Supervisor, and Canteen Attendants through the workmen of the contractor, the contractor shall have to ensure that the said workers are paid not less than the Minimum Rates of Wages as promulgated by the Govt of NCT of Delhi, on the date of entering into this Agreement. To ensure the same, payment to the workmen will have to be made only in the presence of an authorised officer of JS & CAO. The said rates shall remain fixed for a period of one year from the date of commencement of contract. However, if the Contract is awarded to L1 bidder on the basis of minimum wages as promulgated by the Govt of NCT Delhi for the rates will be subject to change if the minimum wages are revised by the Govt of NCT Delhi.

(c) The period of initial contract will be for a period of one year or as specified in the contract, which will be subject to further extension, on year to year basis, depending upon the satisfactory services as assessed by the Govt. before the expiry of the contract and on the same terms and conditions. In case, the contract is extended, the rates of Minimum wages as promulgated by Govt of NCT of Delhi on the said date of extension shall be made applicable.

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 law 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 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 clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website).
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 Contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the 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 Contract 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 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 state 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**: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the services, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The Buyer may also deduct from the Seller as agreed Liquidated Damages to the sum of 0.5% of the contract price of the delayed/undelivered services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

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

- (a) The Seller is declared bankrupt or becomes insolvent.
- (b) The Seller has not provided requisite no. of Casual Labours, Supervisor and Canteen Attendants as per Contract.
- (c) The Buyer has noticed that the Seller has utilized 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. **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.

13. **GST**: If it is desired by the seller to ask for 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 seller are inclusive of GST and no liability of GST will be deployed upon the Buyer.

Part IV- SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. 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 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 signing of this contract. Performance Bank Guarantee should be valid up to 60 days beyond the date of all contractual obligations. The performance security deposit is meant to compensate the Purchaser for any loss suffered due to failure of the supplier to complete his obligations as per the contract. The BG is returned to the supplier on successful completion of all his obligations under the contract. In case the execution of the contract is delayed beyond the contracted period and the purchaser grants extension of delivery period, with or without LD, the supplier must get the BG revalidated, if not already valid. The specimen of PBG is given in Form DPM-15 (Available in MoD Website)
2. **Payment Terms** : Monthly contract charges will be paid at the end of each completed month on receipt of invoice alongwith the satisfactory performance certificate duly signed by the user office/deptt.
3. **Advance Payments**: No advance payment(s) will be made.
4. **Paying Authority** :
 - a. Indigenous Sellers: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:
 - i. Ink-signed copy of contingent bill / Seller's bill
 - ii. Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation powers.
 - iii. Attendance Sheets in duplicate.
 - iv. Performance Bank guarantee where applicable.
 - v. Details for electronic payment viz Account holder's name, Bank name , Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
 - vi. Any other document / certificate that may be provided for in the Supply Order / Contract.
 - vii. User Acceptance.
- (Note – From the above list, the documents that may be required depending upon the peculiarities of the procurement being undertaken, may be included in RFP).
5. In the event of the failure to supply services within stipulated timeframe, whatever stated in the previous para will not forfeit the right of Govt to get the service from any alternative source at its sole discretion and at the risk and cost of the Contractor.

6. The JS & CAO reserves the right to discontinue the services/supplies prior to the completion of the period specified in this agreement or to extend the contractual period beyond the specified period.
7. Notwithstanding anything contained herein, the Government has the right at anytime to terminate this Agreement, either wholly or in part, by giving 10 days notice in writing to the Contractor, by registered mail. The Government shall have no further liability to make any payment in terms of this Agreement and all the obligations under this Agreement shall cease after expiry of the said period of notice, provided that no notice is required to be given except a letter of termination in case the contractor fails to comply with the terms and conditions of this agreement.
8. The Contractor shall observe all rules regarding security precautions/instructions as applicable to Armed Forces Headquarter/ISOs and enforced by the Security Office, Ministry of Defence. Any breach of security shall render the contract liable to termination in addition to forfeiture of security deposit or any other remedy as decided by the Government and as laid down above.
9. The bid security/earnest money will be liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of his tender. No separate order is required for forfeiture of Bid Security which follows on default not should be credited at once to the Government Account

PART V- EVALUATION CRITERIA & PRICE BID ISSUE

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.
 - (b) In respect of Two-Bid system, the Qualifying Bids forwarded by the Bidders will be evaluated by the JS & CAO, Ministry of Defence with reference to the qualifying characteristics of the services as mentioned in the RFP. The compliance of Qualifying Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Qualifying Bids would clear the qualifying evaluation.
 - (c) The Lowest Bid will be decided upon on the basis of the lowest price quoted by the particular Bidder. The consideration of taxes and duties in evaluation process will be as follows:
 - (i) 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 taxes for the purpose of comparison of prices.
 - (ii) 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.
 - (d) The Lowest Acceptable Bid will be considered further for placement of contract/ Supply Order after complete clarification as decided by the Buyer.

2. **Commercial Bid Format :**

The bidders shall submit their commercial bid strictly as per the prescribed format (Appendix 'C'). The Lowest Bid will be decided upon the Lowest price quoted by the particular Bidder as per the Price Format.

Note

- (i) Please confirm that the service offered by you is exactly as required under tender enquiry description specification/drawing.***
- (ii) All documents should be self attested.***
- (iii) EMD if applicable should be enclosed with physical bid in original and a copy of the same alongwith online bid.***
- (iv) Technical form should be signed by authorised person.***

Appendix 'A'

(Ref Para 7 (b) of Part-I of RFP
No. 11/2017-18)

INSTRUCTIONS TO THE BIDDERS

Instructions for online Bid Submission Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> are as follows.

1. Possession of valid Digital Signature Certificate (DSC) and enrolment/registration of the contractors/bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering.
2. Bidder should do the enrolment in the e-Procurement site using the "Click here to Enrol" option available on the home page. Portal enrolment is generally free of charge. During enrolment / registration, the bidders should provide the correct/true information including valid email_id. All the correspondence shall be made directly with the contractors/bidders through email_id provided.
3. Bidder need to login to the site through their user ID/ password chosen during enrolment / registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on e-Token/ Smart Card, should be registered.
5. The DSC that is registered only should be used by the bidder and should ensure safety of the same.
6. Bidders logs in to the site through the secured log in by giving the user id / password chosen during enrolment/registration and then by giving the password of the e-Token / Smart Card to access DSC.
7. In case of limited tender the regd dealers / the bidders invited to participate in the tender will receive a notification through e-mail wrt to tender and after log in the bidder selects the tender and moves it to "my tenders." In case of open tender the bidder selects the tender which he/she is interested in by using the search option & then moves it to the "my tenders" folder.
8. From my tender folder, the bidder selects the tender to view all the details indicated.
9. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise bid will be rejected.
10. If there are any clarifications, this may be obtained online through the tender site, or through the contact details or during the pre-bid meeting if any.
11. Bidder should take into account the corrigendum published before submitting the bids online.
12. It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.

13. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
14. If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BoQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
15. The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.
16. After the bid submission (i.e after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.
17. The time setting fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
18. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
19. Any bid documents 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 or the procurement officer opens public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
20. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
21. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
22. For any queries regarding e-tendering process, the bidders are requested to contact TIA as provided in the tender document. The bidders for any further queries can also contact over phone : 1-800-233-7315 or send a mail over to – cphp-nic@nic.in
23. All undertaking to the effect that the terms and conditions stipulated in the tender document are acceptable by the auth signatory of the bidders Regd firm will have to be submitted.
24. All items in BoQ are to be quoted by every bidder.

Note :- (Rate to be quoted online by bidder in BoQ Excel Sheet only).

Appendix 'B'
(Ref Para 3 of Part-II of RFP
No. 11/2017-18)

TECHNICAL BID FORM

1.	Tender to be addressed to.	The President of India
2.	Tender to be submitted to	JS & CAO, Min of Def, E-Block, Dalhausie Road, New Delhi-110011.
3.	Closing date and time for receipt of Tenders.	1500 hrs on 07 May 2018
4.	Time, date & place of opening of Tender	1530 hrs on 07 May 2018_ 2018 in the office of JS & CAO, Min of Def, E- Block Hutments, Dara Shukoh Road, New Delhi-11
5.	Earnest Money deposited. (as per para 15 of part-I of RFP)	Rs.4,90,000/- (Rupees Four Lakh Ninety Thousand only) A/c Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee No. _____ Dated _____ Issuing Bank _____
6.	Self-attested copy of EPF Registration & ESI Registration alongwith Premium Receipt of 100 Labourers	Enclosed/Not enclosed
7.	Self-attested Copy of Certificate of Labour License of 100 Labourers	Enclosed / Not Enclosed.
8.	Self-attested copy of PAN and GST	Enclosed / Not enclosed
9.	Original Bank solvency certificate (issued not earlier than 31 Dec 2017)	Attached / Not attached
10.	Self-attested copy of Experience Certificates as per para 2(a) (vi) of Part-II of RFP	Enclosed / Not enclosed
11.	Tender Bid valid for acceptance up to 04 months from the date of opening of the commercial bid.	Accepted / Not Accepted
12.	Conditions of contract contained in the RFP and Instructions to the Tenderers,	Accepted / Not Accepted
13.	Audited Balance Sheet not less than 1.5 Cr Annual financial turnover of each of the last 3 years, ending 31 March of the previous financial year.	Enclosed / Not enclosed

Signature of Tenderer _____
Name in Block letters _____
Capacity in which signed _____
Date _____

Stamp of the Firm

