

Tel: 232012/2039

Reply should be addressed to  
The Naval Component Commander

Headquarters Naval Component  
c/o Navy Office  
Port Blair

Quoting: NTP/436/CMD/20-21

Jan 21

**INVITATION OF BIDS FOR OUTSOURCING OF SERVICES FOR 10 CMDs FOR  
NAVAL COMPONENT AT NT POOL FOR ONE YEAR**

**REQUEST FOR PROPOSAL NO. NTP/436/CMDs DATED 06 JAN 2021**

1. "On behalf of President of India The Naval Component Commander, Port Blair invites e-Bids in two bid system for outsourcing of services for CMDs for Naval Component at NT Pool for the period for one year as per enclosed work package listed in part II of this RFP.

2. The address and numbers for sending tenders/ bids or seeking regarding this RFP are given below:-

- |  |   |  |
|--|---|--|
| (a) Tender/ bids/ queries to be addressed to | : | The Naval Component Commander  |
| (b) Postal address                           | : | Headquarters Naval Component<br>c/o Navy Office, Port Blair 744102                       |
| (c) Designation of contract person           | : | LT NK Yadav, Oi/c NT Pool  |
| (d) Tel. No of contract person               | : | 03192- 225072  |
| (e) E Mail Address of contract person        | : | <b><u><a href="mailto:Naresh.kumar77@navy.gov.in">Naresh.kumar77@navy.gov.in</a></u></b> |
| (f) Fax No.                                  | : | 03192- 225072  |

3. This 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, 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 REP, 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

## Part I – General Information

1. **Critical Dates.** The critical dates with respect to the tender reference numbers as tabulated:-

Ser	Description	Date	Time
(a)	Published Date	06 Jan 21	1700
(b)	Bid Document download	06 Jan 21	1800
(c)	Clarification start Date	07 Jan 21	0900
(d)	Clarification End Date	20 Jan 21	1700
(e)	Bid Submission start (Online)	06 Jan 21	1830
(f)	Bid Submission end (Online)	26 Jan 21	1000
(g)	Opening of tender box for collection of physical documents	27 Jan 21	1000
(h)	Technical bid Opening start (Online)	27 Jan 21	1100
(j)	Commercial bid Opening start (Online)	Will be intimated in due course after technical evaluation	

2. **Manner of depositing bids:** The bids will be submitted through on-line mode of Central Public Procurement Portal (CPPP) on <http://eprocure.gov.in/eprocure/app> by due date (i.e Bid Submission end date) and manually as explained sub Para (a) and (b) below:-

3. **Manner of depositing the Bids:** The details of manner of depositing the bids are as follows:-

- (a) **Online Submission.** The Online Bids will be submitted in two covers as follows:-

S.No	Documents	Enclosed (indicate 'Yes or No')
(a)	Name and full address of the office with telephone, fax no. And email ID, contact local office address, with owner name	Name-postal address  Tele No- Fax No- EMAIL id-
(b)	Copy of Registration of firm with any department/ Organization under the Govt. Of India/Min. Of Defence, State Govt. Or Union Territory for outsourcing of services.	
(c)	Copy of three years experience certificate/ supply order/work order with No. of 25 manpower employed for any similar outsourcing contract with Central/ State Govt. /Union Territory or any Govt. Undertaking	
(d)	Details copy of last 03yrs Turn over (certificate from CA)	
(e)	Copy of EPF Registration	
(f)	Copies of latest EPF Challans	
(g)	Copy of latest Labour Licence of A&N Administration/ Chief Labour Commissioner (Central) Min if Labour and employment, Govt. Of India.	
(h)	Copy of GST registration	

(j)	Copy of latest GST Challan	
(j)	Copy of PAN Card	
(k)	Copy of last 03 years IT returns	
(l)	EMD enclosure for Rs.3,20,000.00	
(m)	EMD valid for Min 165 Days	
(n)	Certificate of Min essential manpower to be employed on every day by the contractor to maintain Min. Standard of services. (i) 20 CMDs (ii) Convenience of CMD at the cost of the contractor (iii) Dress with shoes take provide	
(p)	An affidavit duly stamped by notary, stating that the firm has not been black listed by any Central/State/ UT organization & there is no case of any outstanding Dues/ Penalty/ Fine with EFPO, Income tax & GST department.	
(q)	An affidavit duly stamped by notary, stating that the firm will pay the Min wages as when revise by the Govt. of India/ A&N administration to their employees.	
(r)	Agreed with all terms and conditions of RFP. All pages of RFP duly signed and upload.	

(b) **Submission of Supporting Documents.** Online bids will only be accepted subject to the physical submission of following documents which will be scrutinized by a Board of Officer:-

- (i) Instrument for payment of EARNEST Money Deposit (EMD)
- (ii) Ink signed copy of 'Acceptance of Terms & Conditions of RFP as per format enclosed as Appendix A
- (iii) Attested copy of PAN/TIN number allotment certificate.
- (iv) Attested copy of CST/State sales Tax certificate
- (v) Attested copy of registration of Firm/Agency/Company.
- (vi) Attested copy of proof of similar works already undertaken
- (vii) Attested copy of registration of EPF and ESI (if applicable)
- (viii) Request for Proposal (RFP) form signed and stamped.

4. **Pre Bid meeting** The Pre-Bid meeting will be held in presence of all vendors on \_\_\_\_\_ at \_\_\_\_\_ hrs in the office of the Officer-in-Charge, Naval Transport Pool.

5. **Time and Date for Opening of Online Bids.** \_\_\_\_\_ at \_\_\_\_\_ 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 authority inviting RFP.

6. **Forwarding of Bids.** Only Online bids should be uploaded by bidders as per the enclosed format of Bill of Quantities (BoQ). However, online bids will only be accepted subject to the physical submission of documents uploaded in the first cover and scrutiny of the same by a Board of Officers.

7. **Clarification Regarding Contents of the RFP.** A prospective bidder who requires clarification regarding the contents of the RFP documents shall be able to get the clarification between the \_\_\_\_\_ from The Officer-in-Charge, NT Pool as per the NIT (Notice Inviting Tender)
8. **Modification and Withdrawals of Bids.** A bidder may modify or withdraw his online bid after submission as per the facility provided in the CPP Portal, only prior to the date and time prescribed for end of submission of Bid. A withdrawal notice be sent by email to \_\_\_\_\_ but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the buyers not later than the deadline for end of submission of bids. No bid shall be modified after the date and time for end of submission of bids. No bid may be withdraw in the interval between the deadline for submission of bids and expiry of the period of bid validity specified. Withdrawal of a bid during his period will result in Bidders forfeiture of Earnest Money Deposit (EMD).
9. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the buyer may, at its discretion, ask the bidder for clarification of his bid, The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted No post bid clarification on the initiative of the bidder will be entertained.
10. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summery rejection with forfeiture of EMD conditional tenders will be rejected.
11. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items/services as mentioned in this RFP.
12. **Validity of Bids.** The bids should remain valid till 120 days (one hundred twenty days) from the last date of submission of the Bids.
13. **Earnest Money Deposit (EMD).** Bidders are required to submit Earnest Deposit (EMD) for an amount of **Rs.80,000/- (Rupees Eighty Thousand only)**. The (EMD) may be submitted in the form of an account payee demand draft, fixed deposit receipt, or bank guarantee from any of the public sector banks or a private sector bank authorized to conduct government business viz Axix.
14. **HDFC and ICICI banks.** EMD is to remain valid for a period of forty five days beyond the final bid validity date. EMD of the unsuccessful bidders will be returned to them at the earliest after opening of the bids and latest on or before the 30<sup>th</sup> day after the award of the contract. The EMD of the successful bidder would be retained and treated as security deposit against the contract. 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. Tenders received without depositing the requisite earnest money are liable to be rejected. EMD deposited must be in favour of CDA (IDS), New Delhi.

**PART II OF RFP**  
**ESSENTIAL DETAILS OF SERVICE REQUIRED**

1. **Schedule of Requirements.** The Contractor will provide manpower for the following locations.

<b>S/No</b>	<b>Establishment and location</b>	<b>Approximate Number of Skilled CMDs required each day</b>
(a)	Naval Transport Pool, Port Blair	Skilled 10 CMDs

2. **Nature of Duties.** The daily wage workers would be utilized to perform the following duties in NT Pool (PBR) as per enclosed Scope of work.

3. **Number of Days and Duration of Work.**

(a) The total duration of each worker shall normally be eight hours. Most of the manpower will be employed from 0800hrs to 1630hrs. However, certain manpower may be employed at different timings during the day but including lunch & tea within the stipulated eight hour duration.

(b) The daily wage workers shall normally be employed on all days except Sunday limited to 26 days CMDs in a month. However, as an exception, some or all the daily wage workers may be required to be employed on work on Sundays and other holidays too. The number of daily wage workers may be reduced at the discretion of buyers.

4. **Duration of Contract.** The duration of contract shall be one year from the date of contract which can be extended as specified in Para 3.9 of DFPDS-2016.

**PART III**  
**STANDARD CONDITIONS OF RFP**

**The Bidder (also herein referred to as “Contractor”) 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 as selected by the Buyers. Failure to do so may result in rejection of the Bid submitted by the Bidder.**

1. **Law:** The contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** all disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question 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 (Available in MoD website and can be provided on request).

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, commissions, fees, brokerage or inducement to any person in **service of the Buyer** or **otherwise** in procuring the Contracts or forbearing to do or 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 this behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Sellers 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**, (certificate from .A) or any other Act enacted for the prevention of corruption shall entitle the **Buyer to cancel** the contract and all or any other contracts with the Sellers 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 Buyers may penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.

5. **Non-disclosure of Contract Documents:** Except with the written consent of the Buyers/Sellers, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information there to any third party.

6. **Termination of Contract:** the Buyer shall have the right to terminate this Contract in any of the following cases:-

- (a) The seller is declared **bankrupt** or becomes **insolvent**.
- (b) The seller is **unable to provide** the services as mentioned in the contract.
- (c) The seller **has failed to meet** the **obligation** and **liabilities** as required vide laws enacted by the Govt. Of India.
- (d) The Buyer has noticed that the **Seller has utilized the services of any agent** in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

7. **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.

8. **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**. **The rates quoted for the contract are to be as per the notices of GOI and Andaman & Nicobar Administration for the minimum wages, EPF & service tax. The rates quoted are subject to review as and when minimum wages, EPF & service tax are revised by A&N administration / GOI from time to time.**

#### **PART IV OF RFP**

#### **SPECIAL CONDITIONS OF RFP**

**The Bidder (also herein referred to as "Seller" or "Contractor") 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 as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.**

#### **1. Performance Guarantee.**

The Bidder will be required to furnish a **Performance Guarantee** by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd. Axis Bank Ltd or HDFC Bank Ltd) for a sum **equal to 10% of the contract value within 15 days of receipt** of the confirmed order. Performance Bank Guarantee should be **valid upto 60 days beyond** the date of **termination of contract**. The specimen of PBG is given Form DPM-15(Available in MoD website and can be provided on request).

#### **2. Number of Daily Wage Workers and the Contract Period.**

The estimated requirement of number of daily wage workers is as given at Part-II, Schedule of Requirements.

3. The Buyers may, if required, **extend** the contract by a **period of three months** with the same terms & conditions of the present contract. This will be applicable within the currency of contract. It will be entirely the discretion of the Buyers to exercise this option or not.

#### **4. Security**

The Officer-in-Charge reserves the right to **refuse hiring of one** or more **specific individuals proposed** by the Contractor at any point in time. The contractor shall provide alternate persons for any such changes directed by the Officer-in-Charge, NT Pool (PBR).

5. The Contractor shall obtain **one time Police Verification** of all the individuals hired **within a period of three months** of award of contract except any such individuals who were already working in the NT Pool (PBR) earlier and their Police Verifications already held by the office.

6. Following documents shall be submitted by the Contractor to the Buyer to prefer the claim against the bill;

- (a) Muster Roll for the month in respect of all daily wage workers employed.

- (b) Copy of EPF Challan for the previous month.
- (c) Copy of ESI (if applicable) Challan for the previous month.
- (d) 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).

7. The contractor should pay all the daily wage remuneration/wages as per the prevailing local Nerrick rates as fixed by the Govt. of India ministry of Labour & Employment, Regional Labour Commissioner(Central) from time to time for skilled and unskilled workers as applicable. Payment of wages to the workers /DRLs to be made through banks, preferably through e-banking /online banking. The contractor **will certify in writing that the all** contractual liabilities in terms of ESI,EPF and other applicable charges as per the labour regulations are paid to all his employees at the time of submission of bills each month.

### **Daily Attendance and Payment to Daily Wage Workers**

8. The **attendance** and the **amount payable** by way of wages shall be prominently displayed at the place of morning attendance by 3<sup>rd</sup> of each month for information of all concerned.

9. The contractor shall ensure that each daily wage worker has a functional bank account in any branch of State Bank of India/private sector bank viz Axis, HDFC and ICICI banks where possible. Where the same is not feasible, a bank account may be opened at the Port Blair branch of State Bank of India/ private sector bank viz Axis, HDFC and ICICI banks.

10. All payments to daily wage worker preferably be through bank. In case of payment through bank the contractor shall deposit a Cheque/Draft for the total amount payable to the Bank along with the list of casual labours, their bank account number and amount due to each, duly certified for its correctness and countersigned by the Buyers. The cheque shall not be post-dated and must be deposited in the Bank within **first three days of the month or the payments shall be made in cash by the Contractor to the labours in the premises of NT Pool (PBR) and in presence of Rep of NT Pool (Port Blair).**

11. Incases where the payments to daily wage workers is made in cash to such daily wage workers who do not have a bank account, the payment shall be made on a working day at the work premises and during the working time and on a date notified in advance. All **payments in cash** shall invariably be made in the **presence of a representative of Principal Employer.**

12. Any part or full wage payment not made in presence of the representative of Station Headquarters in cash or through bank shall be deemed to have not been made at all and the Stations Headquarters shall have the right to recover such amount from the contractor and make the payments to concerned worker directly.

13. The Contractor shall be bound by the provisions of The Contract Labour (Regulation & Abolition) Act, 1970 and Minimum Wages Act, 1948. Any changes in the EPF rates by the Govt. shall automatically be implemented with effect from the date it is made applicable by the Govt.

14. The Contractor shall be responsible for Employees Provident Fund recoveries from the wages of daily wage workers and the employer's contribution to Employees Provident Fund as applicable in The Employee's Fund Act 1952 and EPF Rules.



15. The Contractor shall be responsible for making contribution to ESI as applicable in ESI Act and Rules, if it is applicable to the area of employment.

16. That the Contractor shall arrange for such facilities as provided for in the Contract labour (Regulation and Abolition) Act for the **welfare and health** of the labour **employed on the work**.

17. The Contractor shall be responsible for processing all claims pertaining to Provident Fund Withdrawal or Insurance Claims with respect to daily wage workers.

18. If a **Contractor fails** to make payments to daily wage workers as due to them, the **Buyer**, in the capacity of being the principal Employer shall **make such payments** on behalf of the Contractor by **recovering the same** from the **performance guarantee** deposited by him or even from any other contract of the said Contractor elsewhere regardless of the departmental jurisdiction or location.

### **Miscellaneous**

19. The contractor shall abide by the provisions of the Child labour (Provision and Regulation) Act 1986. No person **below the age of 18 years** shall be employed on the work as labourers.

20. The Contractor shall be liable to pay compensation for any loss/damage that due to negligence by daily wage workers provided by him to any property within the camps and complexes. The extent and amount of damage/loss shall be determined by a board of officers convened on the orders of the Officer-in-Charge.

21. The Contractor shall **not sublet/assign** or part with this contract during period in which it remains operative.

22. The quality and effectiveness of tools provided to the daily wage workers by the Contractor should be to the satisfaction of the Buyer. The Buyer shall be at liberty to carry out inspection of tools and seek replacement from the Contractor in case the tools are found to be ineffective or inefficient for their purpose.

23. That Contractor shall indemnify the Buyer against all claims for compensation by or on behalf of any workman employed by him in connection with this agreement for injury or death by accident under the Workman Compensation Act (Act VIII of 1923).

### **Risk and Expense**

24. In the event of **Contractor's failure to have the task completed** to the satisfaction of the Buyer or in case the **Contractor fails to provide the daily wage workers** as per his contractual obligation or the daily wage workers are rendered ineffective due to failure of the Contractor to provide the tools as per contract, the **Buyers shall have the right to get the works done under own arrangements** or through any other agency at risk and cost of the Contractor and that in every such case the Contractor shall be **liable to pay all charges** and other **incidental expenses** in connection with such work. Over and above, the Contractor shall also pay **10% of total expenditure** so incurred by the Buyer as penalty. In such an instance, the Buyers shall give a written notice to the Contractor before initiating recovery. Such expenses incurred by the Buyer for the services carried out by some other agency and the amount of penalty charges **shall be recovered** from the **payments due to the Contractor** and in case entire amount cannot be recovered from the payments due the same will be recovered from the **Performance**

**Guarantee** deposited by him or even from any other contract of the said Contractor elsewhere regardless of the departmental jurisdiction or location.

25. The Contractor shall monitor and ensure performance of daily wage workers provided by him. The Buyers shall have the right to conduct a test check of the areas where the daily wage workers are employed. In case **services are found to be unsatisfactory, the Contractor** shall provide additional effort at **his cost** and make up the **deficiency in services**. Alternatively, the Buyers may **make proportionate deductions** from the **monthly agreed contract** rate based on the number of daily wage workers who were utilized for the specific work and the deficiency observed therein.

26. In the event of contract being terminated by the Buyer the Contractor shall be entitled to the money due to him for services already provided under this agreement but he will not be entitled to any compensation for any loss incurred by him.

### **Documents to be Submitted after Acceptance of Bid But Before Signing of Agreement**

27. Copy of following documents will be furnished along with originals once the tenders are accepted in favour of a firm but before signing of Agreement;-

- (a) Valid License for contract labour for the contracted work issued by office of the Labour Commissioner.
- (b) ESI Registration, if applicable.
- (c) EPF Registration.
- (d) List of Labours.
- (e) Police Verification Certificate from Concerned Police HQs.

28. In addition to documents mentioned at para above, following **Certificates/Undertaking** will also be rendered in addition to above by the Contractor on acceptance of bid;-

- (a) That all personnel provided by him under this contract are physically fit to undertake the tasks which may be assigned under the contract.
- (b) That the antecedents of the persons and other staff provided have been verified to the best of his knowledge and there is nothing adverse to report.
- (c) That the daily wage workers proposal to be employed by him have police clearance and are not involved in any type of unlawful activities.
- (d) That the responsibility towards the conduct and discipline of all daily wage workers employed by the Contractor rests with the Contractor.

29. The Buyer reserves the right **to accept or reject any technical grounds** without assigning any reason. The employer is not bound to accept lowest or any or all tender or to assign reasons for such non- acceptance. The employer also reserves the right to accept the tender either in whole or in part. The tenders shall not be entitled to claims any cost/charges/expenses of any incidental nature incurred by him through or in connection with his submission of tenders.

30. Both the parties to the contract namely the **Buyers** and the **Contractor** would be **indemnified** in case they are unable to perform the **contract due to act of God** etc.

31. That in the case of any dispute or difference which may, at any time during and after the contract be arising between the parties here to in respect of any of the matter of the agreement, such dispute or difference shall be referred **to the arbitration** of the **arbitrator appointed by the Government**. The decision of such arbitrator shall be final and binding on the parties thereto. The provisions of Arbitration and Conciliation Act, 1966 and the rules there under shall be deemed to apply to the arbitration proceedings under this clause.

32. Regardless of provisions stated elsewhere in this document, the **Buyer reserves the right to terminate** the contract at any time without assigning any reasons **by giving one month's notice to the contractor**. The Contractor shall however have liability to discharge the obligation under this contract during the period of the notice.

## **PART V OF RFP**

### **EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria.** The bids will be evaluated for the eligibility criteria first. The bidder quoting the lowest prices which are found to be fulfilling all the eligibility and qualifying requirements of this RFP will be declared as the successful bidder. L1 firm will be determined based on the quoted Agency charges. The details of the successful bidder will be uploaded on <http://eprocure.gov.in/eprocure/app>.
2. **Price Bid Format.** The under mentioned Price Bid Format is provided as BoQ-.xls alongwith this tender document at <https://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BoQ.xls as it is and quote their offer in the permitted column.
3. **Negotiation with LOWEST Bidder (L1), if any, will be done physically by the Procurement Committee.**