

SUBSIDIARY INSTRUCTIONS TO BUYER FOR FRAMING REQUEST FOR PROPOSAL (RFP)

1. The draft RFP is divided into five Parts, each Part dealing with a different aspects.
2. Part I contains General Instructions to the bidders. Generally, all these instructions should be mentioned as it is, though minor changes can be done to suit a particular case. The para on EMD is applicable only for cases covered under Para 4.7 of Chapter IV.
3. In Part II, the Technical Details would be different for various types of equipment. As such only the broad guidelines for formulating this aspect have been stated here. The information may contain the following :-
 - (a) The purpose for which the items are needed or broadly outlines the capabilities that are required. It should be ensured that user requirements are laid down in a comprehensive, structured and concrete manner in terms of functional characteristics and are broad-based.
 - (b) Relevant technical parameters like size, weight, performance, operating environment, power, torque, preservation, utility life, storage, shelf life etc, can be specified as applicable. Examples are as under :-
 - (i) User requirements in terms of functional characteristics.
 - (ii) Specifications/Drawings, if applicable.
 - (iii) Technical details along with Essential Technical parameters.
 - (iv) Compliance chart for Technical evaluation.
 - (v) Requirement of training/on-job training.
 - (vi) Requirement of installation, Commissioning.
 - (vii) Requirement of FATs, HATs and SATs.
 - (viii) Requirement of technical documentation.
 - (ix) Type of future assistance on completion of warranty.
 - (x) Earliest Acceptable Year of manufacture.
 - (c) In case of Two-Bid system, the essential performance parameters should be mentioned, fulfilment of which would be the basis for Technical Evaluation.
 - (d) In Para 5 pertaining to INCOTERMS, only the applicable Term of delivery may be mentioned as decided for that particular case.
4. Part III contains Standard clauses which might have a legal implication. Therefore, no deviation from the text given in the clauses nor deletion of any of these clauses has to be allowed. In case a deviation from these clauses has to be considered/allowed due to insistence of the Seller, then approval of Raksha Mantri will be required. Para 15 on Pre-Integrity clause may be included only in cases above Rs. 100 crores.
5. Part IV contains several Commercial clauses, which may or may not be relevant for a particular type of RFP. Hence the title is given as Special Conditions of Contract. A conscious decision may be taken to incorporate the relevant clauses from this list based on the guidelines given in the concerned Chapters of DPM-2009. The wordings of these clauses can also be appropriately modified to suit a particular case.
6. In Part V, the Evaluation Criteria can be suitably amplified/modified to suit the specific requirements of a particular case. Similarly, the Format of the Price Bid can be amended to include / exclude items as per requirements.
7. The draft RFP applies both to indigenous and foreign procurement cases. The main difference will be in the selection of relevant 'Special Condition Clauses' from those given in Part-IV of the draft RFP. This in turn will depend upon the guidelines contained in corresponding paras of various chapters. In particular, the provisions of Chapters 4 & 7 would be relevant for indigenous procurements and Chapters 9 & 10 for foreign procurements must be examined by the Buyer for appropriate selection of commercial clauses.

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Stn/6018/OS/VC/2021-22

Mar 2021

M/s _____

REQUEST FOR PROPOSAL FORMAT
(PARTICULARS OF THE BUYER ISSUING THE RFP)

INVITATION OF E-BIDS FOR OUTSOURCING VEGETATION CLEARANCE
SERVICES AT BRICHGUNJ MILITARY STATION FOR THE YEAR 2021-22
FROM 01 JUN 2021 TO 31 MAY 2022

REQUEST FOR PROPOSAL (RFP) No STN/6018/OS/VC/2021-22
DATED MAR 2021

1. E-Bids are invited for outsourcing of Vegetation Clearance Services at Brichgunj Military Station. Please super scribe the above mentioned title, RFP number and date of opening of the bids on the sealed cover to avoid the bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below :-

- | | | |
|-----|--|---|
| (a) | Bids/queries to be addressed to | : SSO (Wks, Land & Qtg) |
| (b) | Postal address for sending the Bids | : Station Headquarters (Adhoc)
Brichgunj Military Station
Port Blair - 744103 |
| (c) | Name/designation of the contact personnel | : SSO (Wks, Land & Qtg) |
| (d) | Telephone numbers of the contact personnel | : 9419969510 |
| (e) | e-mail ids of contact personnel | : shashibhusan.431m@nic.in |
| (f) | Fax number | : 03192-286037 |

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 of 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.

PART I – GENERAL INFORMATION

1. **Last Date and Time for Submitting E-Bids** : By _____ hrs on _____ 2021. The E-bids must be submitted before the due date and time, the responsibility to ensure this lies with the bidder. Date to be mentioned in terms of DD MM YEAR.
2. **Manner of Submitting the Bids**: OTE two bid systems. Online from website : (shashibhusan.431m@nic.in).
3. **Time and date for opening of E-Bids**: By _____ hrs on _____ 2021. (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**: NA.
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 E-Bids**: Online from website : (shashibhusan.431m@nic.in).
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 via e-mail (shashibhusan.431m@nic.in).
9. **Modification and Withdrawal of Bids**: A bidder may modify or withdraw his E-Bid at the online portal (www.eprocure.gov.in).
10. **Clarification regarding contents of the Bids**: During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given via e-mail (shashibhusan.431m@nic.in).
11. **Rejection of Bids**: Canvassing by the Bidder in any form, unsolicited letter and post E-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote**: Bidders unwilling to quote should give the same at online portal (www.eprocure.gov.in).
13. **Validity of Bids**: The Bids should remain valid till 180 days from the last date of submission of the Bids.
14. **Earnest Money Deposit:-** Bidders are required to submit Earnest Money Deposit (EMD) of Rs 1,90,000/- (Rupees One lac ninety thousand only). The EMD may be submitted in the form of Fix Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct Govt 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 90 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) or any department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impair or derogates from the tender in any respect within in any respect within the validity period of their tender, EMD should in favour of CDA (IDS) New Delhi.

15. The firms are required to submit their proposals in sealed envelope clearly marking quotation along with reference date and due for opening on the top of the envelope. It should include the following:-

- (a) Capacity and infrastructure available with the firm in Port Blair and details of financial capacity.
- (b) Reference of executed orders of similar nature by the firms if any.
- (c) Proposal for positioning of trained manpower.
- (d) The firms should quote for the services specialized in the tender for a period of 12 months from the date of commencement.

16. The outsourcing period is 12 months from the date of commencement. However, the Station Commander, Brichgunj Military Station reserves the right to terminate the outsourcing at any time if the performance of the firm is UNSATISFACTORY or for any other reason which will be intimated.

17. **Agency/Service Charges**. The Agency/Service charges will remain constant in absolute rupees throughout the validity of the contract period irrespective of the consequent increase in minimum basic wages.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

1. **Schedule of Requirements** – Outsourcing services at Station Headquarters (Adhoc), Brichgunj Military Station, Port Blair – 744103. The scope of work is placed at **Appendix ‘A’**.

- (a) Only trained and experienced workers will be employed.
- (b) EPF payment will be made only on submission of documentary evidence of depositing the amount with PF authority.
- (c) The firm, if need arise will be required to employ the services on Saturdays, Sundays & National Holidays as per requirement.

2. **Technical Details:**

- (a) Specifications/drawings, as applicable. : NA.
- (b) Technical details with technical parameters. : NA.
- (c) Requirement of training/on-job training. : NA.
- (d) Requirement of installation/commissioning. : NA.
- (e) Requirement of Factory Acceptance Trials (FAT), Harbor Acceptance Trails (HAT) and Sea Acceptance Trials (SAT). : NA.
- (f) Requirement of Technical documentation. : NA.
- (g) Nature of assistance required after completion of warranty : NA.
- (h) Requirement of pre-site/equipment inspection. : NA.
- (j) Any other details, as considered necessary. : NA.

3. **Delivery/Contract Period** - One year from the date of Contract Agreement i.e. 01 Jun 2021 to 31 May 2022.

4. **INCOTERMS for Delivery and Transportation** – NA.

5. **Consignee details** - _____.

PART III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e contractor in the work order) as selected by Station Headquarters, Brichgunj Military Station or his authorized representative. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law**: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract**: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration**: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause 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 Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission**: The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum

above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

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

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

8. **Liquidated Damages:** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the 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 stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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) If the services of the contractor so selected are not found satisfactory 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, they will be issued 30 days notice by the owner. If satisfactory improvement is not achieved even after this notice, a notice of three weeks (final) will be issued to the contractor by the buyer to terminate without prejudice to any right acquiring to either party prior to such termination. During the period of notice both the parties shall continue to discharge their duties and obligations.

(b) The owner shall be entitled to determine this agreement and discharge the contract with prejudice to other rights remedies available to him if the contractor shall become insolvent or fails and/or neglects to carry out instructions on his behalf or suspends the work or delay the work, without reasonable cause or if without the written consent of the buyer, he shall assign or sublet the contract.

(c) In case of termination of this agreement and/or discharge of the contractor as here in before stipulated the owner shall be entitled to appoint a new contractor.

(d) The buyer shall be at liberty to determine this agreement at any time for reason of any act of negligence, misconduct or breach of duty on the part of the contractor or on account of any act of indiscipline without giving notice.

(e) The buyer shall be at liberty to determine this agreement and discharge the contract, in case the terms and conditions mentioned in the agreement (including those mentioned in Appendix 'A') are not fulfilled by the contractor.

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

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

12. **Patents and other Industrial Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the

completion of the supplies including spares, tools, technical literature and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

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

14. **Taxes and Duties:**

(a) **In respect of Foreign Bidders:** NA.

(b) **In respect of Indigenous bidders:**

(i) **General:**

(aa) If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(ab) 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 entertained after the opening of tenders.

(ac) If a Bidder chooses to quote a price inclusive of any duty/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 and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(ad) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. 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 Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(ae) 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 supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Seller.

(ii) **Customs Duty** – NA.

(iii) **Excise Duty** :- NA.

(iv) **Sales Tax/VAT:** NA.

(v) **Octroi Duty & Local Taxes:** NA.

15. **Pre-Integrity Pact Clause:** An “Integrity Pact” would be signed between the Ministry of Defence/Buyer and the Bidder for purchases exceeding Rs.100 crores. This is a binding agreement between the Buyer and Bidders for specific contracts in which the Buyer promises that it will not accept bribes during the procurement process and Bidders promise that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree with the Buyer to carry out the procurement in a specified manner. The Format of Pre-Integrity Clause will be as per Form DPM-10 (Available in MoD website, and can be provided on request). The essential elements of the Pact are as follows :-

- (a) A pact (contract) between the Government of India (Ministry of Defence) (the authority or the “principal”) and those companies submitting a tender for this specific activity (the “Bidder”);
- (b) An undertaking by the Principal that its officials will not demand or accept any bribes, gifts etc., with appropriate disciplinary or criminal sanctions in case of violation;
- (c) A statement by each Bidder that it has not paid, and will not pay, any bribes;
- (d) An undertaking by each Bidder to disclose all payments made in connection with the Contract in question to anybody (including agents and other middlemen as well as family members, etc., of officials); the disclosure would be made either at the time of submission of Bids or upon demand of the Principal, especially when a suspicion of a violation by that Bidder emerges;
- (e) The explicit acceptance by each Bidder that the no-bribery commitment and the disclosure obligation as well as the attendant sanctions remain in force for the winning Bidder until the contract has been fully executed.
- (f) Undertaking on behalf of a Bidding company will be made “in the name and on behalf of the company’s Chief Executive Officer”.
- (g) The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertakings :
 - (i) Denial or loss of contracts;
 - (ii) Forfeiture of the Bid security and performance bond;
 - (iii) Liability for damages to the principal and the competing Bidders; and
 - (iv) Debarment of the violator by the Principal for an appropriate period of time.
- (h) Bidders are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour and compliance program for the implementation of the code of conduct throughout the company.

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 agreement) as selected by the contractor. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:**

(a) **Indigenous cases:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of contract period. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

(b) **Foreign cases:** NA.

2. **Option Clause:** NA.

3. **Repeat Order Clause** – NA.

4. **Tolerance Clause** – NA.

5. **Payment Terms for Indigenous Sellers -**

(a) The bill should be submitted to SSO Station Headquarters, Brichgunj Military Station at the end of each month during the outsourced period. Bills should be pre-receipted and is to be submitted in duplicate duly affixing a revenue stamp receipt for the amount billed along with original copy of muster of services for the month, proof of payment of Govt dues in term of EPF and GST payment receipt in duplicate as existing govt rules. Bill is to be given within 07 days after completion of month.

(b) Station Headquarters, Brichgunj Military Station shall not be liable for any claim what so ever for any injury/loss/damage sustained by contractor and his employees including any unforeseen calamity.

(c) Firms should observe all necessary security rules and discipline in Station Headquarters, Brichgunj Military Station as directed. Firm are liable to pay for damages caused to the government property on account of negligence by firm's staff.

6. **Payment terms for Foreign Sellers** – NA.

7. **Advance Payments:** NA.

8. **Paying Authority:**

(a) Addl CDA (ANC), Port Blair.

(b) 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) Ink-signed copy of Commercial invoice/Seller's bill.

(iii) Copy of Supply Order/Contract with U.O. number and date of IFA's concurrence, where required under delegation of powers.

- (iv) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (v) Exemption certificate for Excise duty/Customs duty, if applicable.
- (vi) Bank guarantee for advance, if any.
- (vii) Performance Bank guarantee/Indemnity bond where applicable.
- (viii) 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).
- (ix) Any other document/certificate that may be provided for in the Supply Order/Contract.
- (x) User Acceptance.

9. **Minimum Wages.** Payment of minimum wages to the employee by the contractor will be ensured as per laid down instructions in Government of India Ministry of Defence letter No 10(4)/2007/D(Mov) dt 13 Apr 2012.

10. **Transfer of EPF account.** In case of change of contractor and the employees remaining same, EPF accounts of the employees will be transferred to the new contractor by the old contractor.

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

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

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to :-

- (i) Exports by the Seller.
- (ii) Sale of goods as original equipment at price lower than lower than the prices charged for normal replacement.
- (iii) Sale of goods such as drugs which have expiry dates.
- (iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

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

12. **Exchange Rate Variation Clause:** NA.

13. **Risk & Expense clause –** If firm is unable to provide services in the stipulated time period, the Station Headquarters, Brichgunj Military Station reserves the right to hire services from any other firm on contractor’s risk and expense. The cost of such offloaded work will be deducted from the contractor’s bill.

14. **Force Majeure clause:**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

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

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 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.

15. **Buy-Back offer –** NA.

16. **Specification:** NA.

17. **OEM Certificate:** NA.

18. **Export License:** NA.

19. **Earliest Acceptable Year of Manufacture:** NA.

20. **Buyer Furnished Equipment:** NA.

21. **Transportation:** NA.

22. **Air lift:** NA.

23. **Packing and Marking:** NA.

24. **Quality:** NA.

25. **Quality Assurance:** NA.

26. **Inspection Authority:**

(a) The entire work outsourced to services under this quotation shall be inspected and certified by authorized representative of Station Headquarters, Brichgunj Military Station at the end of the first Month.

(b) On "Satisfactory Job Completion" as per work package, a certificate in this regard will be issued by authorized rep of this Headquarter. The same is to be submitted along with the final bill every month as per Performa.

(c) If the firm is in breach of any or all terms of the customer, the later may, during the validity of this agreement, terminate the contract not withstanding anything to the provision contained in the contract, the proportionate amount for the remaining outsourcing period shall be recovered from the balance amount/future payment.

(d) No part payment will be allowed during the progress of outsourcing services other than the phase wise payment agreed upon in the contract. However, Station Headquarter may approve the stage payment depending on the justification.

(e) The firm is not to hire any worker/supervisor of Station Headquarters, Brichgunj Military Station or other Govt. departments to assist them in the execution of the work.

(f) The Station Headquarters, Brichgunj Military Station reserves the right to accept or reject any or all quotations without assigning any reasons.

27. **Pre-Dispatch Inspection:** NA.

28. **Joint Receipt Inspection:** NA.

29. **Franking clause:** NA.

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

(a) The entire work outsourced to services under this quotation shall be inspected and certified by authorized representative of Station Headquarters, Brichgunj Military Station at the end of the first Month.

(b) On "Satisfactory Job Completion" as per work package, a certificate in this regard will be issued by authorized rep of this Headquarter. The same is to be submitted along with the final bill every month as per Performa.

(c) If the firm is in breach of any or all terms of the customer, the later may, during the validity of this agreement, terminate the contract not withstanding anything to the provision contained in the contract, the proportionate amount for the remaining outsourcing period shall be recovered from the balance amount/future payment.

(d) No part payment will be allowed during the progress of outsourcing services other than the phase wise payment agreed upon in the contract. However, Station Headquarter may approve the stage payment depending on the justification.

(e) The firm is not to hire any worker/supervisor of Station Headquarters, Brichgunj Military Station or other Govt. departments to assist them in the execution of the work.

(f) The Station Headquarters, Brichgunj Military Station reserves the right to accept or reject any or all quotations without assigning any reasons.

(g) The bill should be submitted to SSO Station Headquarters, Brichgunj Military Station at the end of each month during the outsourced period. Bills should be pre-receipted and is to be submitted in duplicate duly affixing a revenue stamp receipt for the amount billed along with original copy of muster of services for the month, proof of payment of Govt dues in term of EPF and GST payment receipt in duplicate as existing govt rules. Bill is to be given within 07 days after completion of month.

(h) Station Headquarters, Brichgunj Military Station shall not be liable for any claim what so ever for any injury/loss/damage sustained by contractor and his employees including any unforeseen calamity.

(j) Firms should observe all necessary security rules and discipline in Station Headquarters, Brichgunj Military Station as directed. Firm are liable to pay for damages caused to the government property on account of negligence by firm's staff.

31. **Warranty:** NA.
32. **Product Support:** NA.
33. **Annual Maintenance Contract (AMC) Clause:** NA.
34. **Engineering Support Package (ESP) clause:** NA.
35. **Price Variation (PV) Clause:** NA.

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.
- (b) 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.
- (c) The Lowest Acceptable Bid will be considered further for placement of contract/Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items. The Buyer also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.
- (d) Any other criteria as applicable to suit a particular case.
2. **Price/Technical Bid Format:** The Price/Technical Bid Format is given below; bidders are required to fill this up correctly with full details :-

PRICE BID FORMAT/SERVICE PACKAGE QUOTE

S No	Type	Min wages/ Rate (Rs)	Nos	Total Package for One Month (25 days) (Rs)	Total Package for One year (Rs)
1.	Unskilled labour	534.00	41	547350.00	6568200.00
2.	EPF 13 % on basic wages	69.42	41	71155.50	853866.00
3.	Agency Charges on basic wages				
4.	CGST 9% of total of serial 1,2 & 3 above				
5.	UTGST 9% of total of serial 1,2 & 3 above				
Total					

Note :-

1. The L1 will be determined with regard to agency charges quoted. The agency charges will remain constant in absolute rupees throughout the validity of the contract period irrespective of the consequent increase in minimum basic wages. Whenever, the VDA is revised by GOI, same will be automatically eligible without amendments to contract. However, agency charges will remain constant in absolute rupees throughout the validity of the contract period.
2. Revision in payment will be entertained during the contract period whenever min wages approved by the govt.

FORMAT FOR TECHNICAL BIDS FOR OUTSOURCING OF SERVICES
AT STN HQ (ADHOC) HQ 108 MTN BDE

1. Following documents should be submitted in separate sealed envelope for qualifying Technical bid along-with this format.
2. Commercial bid of only those vendors will be opened who fulfills all the requirement/ documents as stated in Para 1 (a) to (h) above and qualifies the Technical bids.

S No	Documents	Remarks
(a)	Copy of Experience Certificate/SO/WO during last two years for	Yes/No
(b)	Copy of EPF Registration	Yes/No
(c)	Copy of latest EPF challan	Yes/No
(d)	Regional labour commissioner certificate	Yes/No
(e)	EMD (enclosed)/Exempted for NSIC registered firms)	Yes/No
(f)	Copy of GST Registration of Andaman & Nicobar Island only.	Yes/No
(g)	Copy of latest GST/Challan Return	Yes/No
(h)	Minimum Wages confirmation Certificate	Yes/No
(j)	Affidavit on non judicial stamp paper duly notarized, stating that the firm has not been black listed by any Central/State Govt organisation and that there is no cse of any outstanding dues/penalty/fine with EPFO, Income Tax Dept and GST Dept.	Yes/No
(k)	Minimum financial turnover of Rs 96,00,000.00 per annum	Yes/No

3. Conditional bids will be rejected.
4. Commercial bids of Vendors disqualified in the Technical bid will be with held.

I/We, M/s _____, certify that the documents enclosed with this format are correct to the best of my knowledge and belief. Further I am aware that I may be disqualified if the submitted documents are found incorrect or mala fide at any stage.

SCOPE OF WORK

1. **Scope of Work.** Scope of work involves vegetation clearance from Brichgunj Military Station as follows :-

- (a) Sweeping and Clearance of vegetation on both sides of all the roads and drainages.
- (b) Trimming of grass, cutting of shrubs, dressing of trees and clearing of foliage on either sides of the roads.
- (c) Disposal of cleared vegetation as per the instruction of Stn HQ.
- (d) Clearance and disposal of vegetation from Open Space/ playing fields.
- (e) Clearance and disposal of vegetation and blockages from all drains in the entire Military Station.
- (f) Collection and removal of filth and rubbish from the drainages and its disposal.
- (g) Pruning of branches of trees from touching electricity wires to prevent short circuits in the Station in the presence of MES E/M representative.
- (h) To remove the fallen/uprooted trees obstructing movement of personnel and vehicles thereby affecting routine activities of the Stn.

2. Details of job are as under :-

Component	Area	Remarks
Brichgunj Military Station	Sweeping and Clearance of vegetation on both sides of all the roads in the station except roads in Newly constructed Married Accommodation Phase-II which is yet to be taken over.	
	Sweeping and Clearance of drainages on both sides of all the roads in the station except roads in Newly constructed Married Accommodation Phase-II which is yet to be taken over.	
	Sweeping and Clearance of vegetations in open spaces like lawns/Narriyal Bageecha/Beaches/ play grounds of approx 60000 sq mtr	

3. The bidders will employ 41 laborers, 25 working days in a month and 9 hours working from 0700hrs to 1600hrs with one hour lunch break from 1200hrs to 1300rs and required material for the work.

TERMS AND CONDITIONS

1. The rate should be for Vegetation Clearance service at Brichgunj Military Station for a period of one year from 01 Jun 2021 or the date of commencement of contract.
2. The bidder must have sufficient labour force and material for the work contracted.
3. The bidder may visit and inspect the area before the quotations are offered.
4. In the event of failure by the contractor to provide manpower, this HQ reserves the right to get the job carried by other sources and levy the expense of the contractor/from the deposit.
5. The firm should be in a position to be contacted telephonically on all working days at least from 8 AM to 5 PM. A foreman/supervisor of the firm will report to the controlling officer or his representative every day both before and after the vegetation clearance and will also intimate the strengths of labour present & vehicle employed.
6. The labourers employed should not be below 18 (eighteen) years of age and above 50 (fifty) years and should be in proper uniform.
7. **Failure of Service.** In case of failure of the contractor to carry out the contractual obligation, the following will be resorted to by the contract operating authority.
 - (a) **Risk Purchase.** In case contractor fails to provide services on any day, the operating authority can hire services from any other source at the prevailing market rates at the risk and expense of the contractor.
 - (b) **Premature Termination of Contract.** The contract is liable to be terminated prematurely on the following grounds :-
 - (i) Services not rendered more than one day in a week for any two weeks and more than five days in a month or more than thirty days during the entire contract period (including extension) will be deemed as failure to provide adequate service and will render the contract liable for cancellation.
 - (ii) Frequent absences, and undisciplined staff delays in removal and other problems which affect the user.
 - (iii) Non availability/contact of foreman/supervisor to the contracting auth containing three days or more.
8. In case of premature termination of the contract by the contractor, the vegetation clearance services will be hired from the local market at the prevailing rates at the risk and expense of the contractor till the time a fresh contract is concluded.
9. The contractor will obtain and submit a valid central service tax No to the contract concluding authority prior to commencement of the contract. He should have a regular premises, telephone and establishment.
10. **Submission of Security Deposit.** A Security Deposit amounting @ 10% of the value of the contract is to be deposited in the form of Bank FDR in favour of **CDA (IDS), New Delhi** on award of contract. Security deposit will be returned on the termination of the contract, without interest. The FDR should have a validity period up to 18 months.
11. The lowest Tenderer will have to satisfy Price Negotiation Committee (PNC) with regards his capacity/competence to provide adequate service based on his infrastructure and similar past order.
12. The contractor should ensure that the entire area of Army Component Brichgunj as per scope of work is cleared and broomed properly and all vegetation so collected is disposed off as per municipal rules.
13. The contractor should ensure that drains are sprayed with pesticide/bleaching powder etc.
14. **Extent of Deductions.** The deductions (duly rounded to the nearest rupee) from dues on failure of service will be as under :-

(a) **Absence of Staff.** For each day absence of staff, the monthly amount will be reduced.

(b) In case of more than one of above failures occurring simultaneously then deduction will be whichever is highest.

15. **Commercial Aspects.** The firm will abide by all rules & regulations of government while providing services. There will be no obligations of the buyer towards workers of the contractor.

16. **Taxes & Levies.** Details of taxes and levies, if any, are to be indicated separately. Exemption certificate for taxes and levies will be provided if specified and applicable. All payment will be made by JCDA through e Payment which will be payable at AXIS Bank.

17. CGST and UTGST will be paid to tax authorities and EPF to the workers EPF accounts will be maintained for all workers working under the contract.

18. The record of payment of minimum wages to the workers will be maintained.

19. **Disposal of Waste.** On awarding contract, contractor is required to dispose of the waste at the designated dumping yard as notified by PBMC and will abide to it throughout the period of contract. The defaulting Contractor will be liable for levy of penalty/punitive action by the O/o the Dy Commissioner, District of South Andaman for violation of solid waste management (handling) rules 2000.

20. Certificate will be obtained from Regional labour Commissioner and will be submitted to this HQ within a month of award of contract.

21. Your quotation should be inclusive of all taxes, levies, dues and overheads. No additional payments over and above accepted quotation will be made.