

No. AN/V/5066/Maint/HQrs.

Dated 22 /05/2018

RFP FOR HIRING OF TECHNICAL MANPOWER AT THE CGDA HQrs. OFFICE,
ULAN BATAR ROAD, PALAM, DELHI CANTT-10.

Instructions for the Bidders

1. The office of the Controller General of Defence Account, Delhi Cantt, requires the services of a reputed, well established and financially sound Company /Firm/ Agency for providing Technical Manpower for manning the operation of communication networking systems, access control and EPBX Telephone networking installed in CGDA HQrs building.
2. The contract is to be for **One Year**. The period of the contract may further be extended after the satisfactory completion of contract, if this office is satisfied with the service provided by the Company/Firm/Agency. This office, however, reserves right to terminate the initial contract at any time after giving one month notice to the selected service providing Company/Firm/Agency.
3. General Information:

a.	Tender reference No.	AN/V/5066/Maint/HQrs.
b.	Last date/time for receipt of tenders	18/06/2018 upto 1500 hrs.
c.	Time and date for opening of tenders	18/06/2018 at 1530 hrs.
d.	Place of opening of tenders	Conference Hall (Aditya), Ground Floor, Office of the CGDA, Ulan Batar Road, Palam, Delhi Cantt. – 110010.
e.	Communication Address	The Controller General of Defence Accounts, Ulan Batar Road, Palam, Delhi Cantt. – 110010.

Tender documents shall be accompanied by a cash receipt for having deposited the tender fee in cash or a Demand Draft/Banker's Cheque for Rs.1000/- (Rupees One Thousand only) drawn on any Nationalized Bank in favour of the CGDA Ulan Batar Road, Palam, Delhi Cantt, towards the cost of tender form, failing which the tender shall be out rightly rejected.

4. Conditional bids shall not be considered and will be out-rightly rejected at the very first instance.

5. The tendering Company/Firm/Agency is required to enclose photocopies of the documents, duly self-attested, as per the requirements of Technical Bid as given in the Enclosure-IV (properly indexed), failing which their bids shall not be considered any further.

6. All entries in the tender form should be legible and filled clearly. If the space for furnishing of information is insufficient, a separate sheet may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, cuttings, if any, in the Technical Bid Application must be initialled by the person authorized to sign the tender bids. All the pages of the bid shall be signed by the authorized signatory in ink with rubber stamp of the agency

7. The quotations should be given in a **two-bid system, the Technical and Commercial bids**. The following enclosure are forwarded along with this enquiry to assist you in preparing your technical and commercial offer:

a.	Schedule of Requirement (SOR)	Enclosure-I
b.	Scope of Work(SOW)	Enclosure-II
c.	Standard Conditions of Contracts(SCOC)	Enclosure-III
d.	Format of Technical Bid	Enclosure-IV
e.	Format of Commercial Bid	Enclosure-V
f.	Declaration about fraud and corrupt practice	Enclosure-VI
g.	Evaluation Criteria	Enclosure-VII
h.	Format of PBG	Enclosure-VIII
i.	List of Assets	Enclosure-IX
j.	Declaration	Enclosure-X

Note: The Bids shall remain valid till 31/07/2018 from the last date of submission of bids.

A. SUBMISSION/OPENING OF THE TENDER

8. PLEASE QUOTE OUR TENDER REFERENCE No. DATE OF TENDER OPENING ON SEALED COVER. FAILURE TO DO SO MAY RENDER YOUR OFFER INVALID.

9. The Technical and Commercial bids are to be submitted in two separate sealed envelopes, duly marked as “Technical Bids for RFP No.....dated.....” and “Commercial Bid for RFP No.....dated.....”. The quotes are to be super-scribed with your firms name, address and official seal and ink signed by an authorized representative of the Tenderer. Sealed bids will be addressed to the Dy.CGDA (AN), Office of the CGDA, Ulan Batar Road, Palam Delhi Cantt.-10 and should be dropped in the tender box placed at the Reception of CGDA office, Ulan Batar Road, Palam Delhi Cantt.-10 marked as Tender Box for hiring of technical manpower at CGDA, Ulan Batar Road, Palam, Delhi Cantt-10.

10. Sealed quotations will be opened by a committee on due date and time. Your authorized representatives duly carrying an authorization letter from the company may attend the tender opening. Due to any exigency if the date of opening of tender is declared as closed holiday, the tenders will be opened on next working day at the same time. **The date of opening of Commercial Bids will be intimated after acceptance of Technical bids.**

11. The Tenders sent by Fax will not be considered. To avoid complications with regard to late Receipt/Non-Receipt of Tenders, it may please be noted that the responsibility rests with tenderers to ensure that tenders reach this office before due date & time. Late quotes will be rejected out rightly.

12. Commercial offers of only those firms will be opened, whose technical offers would be found suitable after technical evaluation. Further negotiations, if required, will be made only with the lowest bidder (L-1) as determined by the committee. The date, time and venue fixed for this purpose will be intimated separately. The commercial bid once opened will not be unilaterally revised by the firm, unless the firm is called for price negotiations specifically and asked to justify the rates.

B. EARNEST MONEY DEPOSIT (EMD)

Form of Bid Security : The bid security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business, as per Form DPM-13, safeguarding the purchaser's interest in all respects. The EMD should remain valid for 45 days beyond the validity of bid.

i. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.25000/- (Rupees Twenty five thousand only) in the form of Demand Draft/ Pay Order drawn in favour of the "Controller General of Defence Accounts, Delhi Cantt," **failing which the tender shall be rejected out rightly.**

ii. The EMD in respect of the Agency which does not qualify the Technical Bid (First Stage)/ Financial Bid (Second competitive stage) shall be returned without any interest. **However, the EMD in respect of the successful tenderer shall be adjusted towards the Performance Security Deposit. Further, if the Agency fails to provide services against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.**

C. STANDARD CONDITIONS OF CONTRACT(SCOC)

13. SCOC shall be required to be accepted in full by all the firms participating in the contract. A contract will be signed between the contract operating Authority (COA) i.e. successful bidder and office of the CGDA, Delhi Cantt incorporating the SCOC as Enclosure - III of this RFP, which will form integral part of the Contract.

D. PRE-BID CONFERENCE

14. The SOR (Enclosure I) and SCOC (Enclosure III) should be carefully considered while preparing the bids. Interested participants may obtain all the clarifications by visiting the office of the CGDA, Ulan Batar Road, Palam, Delhi Cantt. on **22/05/2018** between 3:00 PM to 05:00 PM in this office. The visiting representative of the interested firms will carry a valid ID proof and intimate the Sr.Accounts Officer (AN-V) of this office.

E. TECHNICAL AND COMMERCIAL BIDS

15. The Technical & Commercial bids are to be submitted strictly in accordance with Enclosure-IV and Enclosure-V to this tender enquiry. The commercial bid once opened will not be unilaterally revised by the firm, unless the firm is called for price negotiations specifically and asked to justify the rates.

16. Bids of those firms who do not fulfill the requisite qualifications are liable to be rejected.

17. This RFP is being issued with no financial commitment and office of the CGDA, Delhi Cantt reserves the right to change or vary any part thereof at any stage. The office of the CGDA, Delhi Cantt reserves the right to reject any or all of the offers without assigning any reason whatsoever. This office also reserves the right to withdraw the RFP, should it be so necessary at any stage.

F. FRAUD AND CORRUPT PRACTICES

i. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Office may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

ii. Without prejudice to the rights of this Office under Clause i. hereinabove, if an Applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or

restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by this Office during a period of 2 (two) years from the date such Applicant is found by the Office to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.

iii. This organization has zero tolerance for crime/atrocities against women and this must be ensured during operation under the activities included in SOR.

iv. For the purposes of this clause, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "Corrupt practice" means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (II) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;

b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

c) "Coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person's participation or action in the Bidding Process;

d) "undesirable practice" means (I) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (II) having a Conflict of Interest; and

e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

H. LEGAL

i. The Service provider shall be responsible for compliance of all statutory provisions relating to Minimum Wages, Employees Provident Fund, Employees State Insurance, Service Tax and any other Laws/ Taxes/ Acts/ Rules etc. governing the matter/ issues etc. If at any point of time it is noticed that the Contractor is not meeting out/violating any procedures/taxes/ Acts/ Rules then that will be met out, out of the Performance Security Deposit made by the contractor.

ii. The Service provider shall also be liable for depositing all taxes, levies, Cess etc. on account of service rendered by it to the office of the Controller General of Defence Account, Delhi Cantt, to the concerned tax collection authorities from time to time as per extant rules and regulations on the matter.

iii. The Service provider shall maintain all statutory registers under the applicable laws. The Agency shall produce the same, on demand, to the concerned authority of this Office or any other authority under Law.

iv. The Tax Deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax law, as amended from time to time and a certificate to this effect shall be provided to the Agency by this Office.

v. In case, the tendering Agency fails to comply with any statutory provision/ taxation liability under appropriate law and as a result thereof the Office is put to any loss/ obligation, monetary or otherwise, the Office will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Agency, to the extent of the loss or obligation in monetary terms.

vi. The Service Provider will solely be responsible for any legal case/dispute raised by his workers deployed in the CGDA Office and the Government of India will in no way be

responsible for any such dispute and the Service Provider will indemnify the Government of India against any such legal costs/disputes.

I. FINANCIAL

i. Bids, offering rates which are lower than the minimum wages (as applicable for the NCT of Delhi) for the pertinent category, would be rejected.

ii. 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).

iii. In case of breach of any terms and conditions stipulated in the contract, the performance security Deposit of the Agency will be liable to be forfeited by this Office besides annulment of the contract.

iv. The Agency shall raise the bill, individual wise in triplicate, along with attendance sheet to the Division under whom the outsourced employees has been deployed in the first week of the succeeding month. The concerned office/officer will send the bills duly verified to the AN-V Section, O/o the CGDA, Ulan Batar Road, Palam, Delhi Cantt-10, for sanction and payment.

v. The Agency will provide Aadhar Card No. and full bank details, EPF Account No. and ESIC Registration Number for each individual. Whenever new individual is deployed, such details will be provided within one week of deployment.

vi. The Claims towards Employees State Insurance, Provident Fund, and Goods & Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned month bill. A requisite portion of the bill/ whole of the bill amount shall be held up till the proof is furnished, at the discretion of this Office. The copies/ tax receipts/ tokens deposited in respective offices should be submitted to this office on monthly basis.

vii. Settlement of disputes will be as per Indian Arbitration and Conciliation Act-1996 and venue will be the Office of the Controller General of Defence Accounts, Ulan Batar Road, Palam, Delhi Cantt-110010. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated/appointed by the Controller General of Defence Accounts, Delhi Cantt.

viii. The Office of the Controller General of Defence Accounts, Ulan Batar Road, Palam, Delhi Cantt-110010 reserves the right to withdraw/ relax any of the terms and conditions mentioned in the tender document so as to overcome any of the problems encountered at any stage.

Experience with Government Agencies/PSUs/Private Agencies: Service Provider Company / Firm / Agency shall specify the total No. of years of experience in providing similar services in Col 10 of technical bid duly supported with source documents viz. experience certificate/contract agreement etc. The period not supported with source documents shall be deducted from the total years of experience for awarding score.

Financial status of the firm: Service Provider Company / Firm / Agency shall submit a financial statement signed by CA showing Annual turnover for last three financial years (FY 2014-15 to 2016-17) duly supported with source documents viz. Profit and Loss Account/ Income and Expenditure Account.

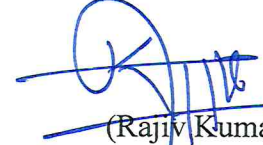
d)The Tender Committee will be constituted by the Office to evaluate the Technical bids on the basis of their responsiveness to the Terms of Reference, applying due criteria. A Proposal shall be rejected at this stage if it does not respond to important aspects of the Technical bid, and particularly the criteria or sub-criteria.

e) Commercial Bids will remain unopened for those Agencies which fail to fulfil the condition of technical bid. Commercial bids shall be taken up only for those agencies who meet the conditions of technical bid and will then be inspected to confirm that they have remained sealed and unopened. Thereafter these Commercial bids shall be opened, and the total prices read aloud and recorded.

f) Evaluation criteria (Commercial Bid)

The lowest evaluated Commercial bids (including all charges) will be awarded the contract.

h) No negotiation will be undertaken with any tenderer except the lowest rate (L1) quoted firm.



(Rajiv Kumar)

Sr.Accounts Officer (AN)

राजीव कुमार / Rajiv Kumar
वरिष्ठ लेखा अधिकारी / Sr. Accounts Officer
कार्यालय रक्षा लेखा महाविभाग / Office of the C.G.D.A.
उलान बटार रोड, पालम / Ulan Batar Road, Palam
दिल्ली छावनी-110010 / Delhi Cantt-110010

ENCLOSURE-I

Schedule of Requirements (SOR)

A. Requirement of Manpower for maintenance and day-to-day operation.

Sl. No.	Description of manpower	Qualification	Timing	Number	Work days/ week
1.	Hardware Engineer /supervisor	03 years Diploma (Hardware/electric/electronic) from any reputed institute with minimum three years post qualification work experience	9:30 to 18:30	01(One)	05
2.	Cable Man /operator	ITI (Electric/electronics) with minimum three years post qualification experience	9:30 to 18:30	01(One)	05
			Total	02(Two)	

Note:

- a. It will be the responsibility of the contractor to ensure Minimum Wages, Bonus etc. as per the notifications issued by Govt of NCT Delhi from time to time.
 - b. Firms are free to quote as per qualification of the manpower irrespective of minimum wages prescribed by Govt. of NCT Delhi, However enhancement of rates may not be revised on subsequent revision by Govt of NCT Delhi, if revision falls within the rates quoted by the firm.
- B. If deficiency of manpower is found on duty any time during the inspection/ check, penalty amount shall be deducted from the monthly bill.

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SCOPE OF WORK

1. **Scope of work:** Man power support for maintenance and day to day operation of Lan/Wan/Voip system, communication networking system, Access Control System, PA System, Raceway, UPS And EPABX Telephone Networking etc. As per the direction of Dy. CGDA (AN) & all as per list of assets attached at appendix B. The all equipment will be functional all the times.
2. **General:** Work shall be carried out during office hours as per directions of user.
3. **Deployment of staff:**
 - a. These shall be qualified, experienced and able to smoothly run the installation. The technical staff shall have thorough knowledge of safety provisions during emergency cases and conversant with Indian Electricity rules/regulations.
 - b. The Accepting officer reserves the right to reject the employment of any person on what so ever reason and contractor shall cease the employment of such person/ persons forthwith. No claims shall be entertainable on this account.
 - c. The contractor shall make all safety provisions. Contractor shall adhere to all labour laws , regulations and shall indemnify the department of any action, fine, penalty or compensation that the contractor has to pay for default.
 - d. The staff deployed at site will be provided with the dresses of colour and specification and identification mark of agency on dress approved by DyCGDA (AN).
4. **Consumable Items.** The consumables /spare parts/accessories/fittings/fixture which are not readily available with the deptt., but are essentially required for maintenance jobs any repair work done by other agencies/specialists, shall be arranged by the contractor & paid for as actual cost to contractor after production of original paid bills along with monthly bill payment. The register shall be maintained for consumption of these items and were signed from Dy CGDA (AN). Old retrievable material shall become CGDA property.
5. **Major repairs/Overhauling:** Any major repair/overhauling required will be brought to the notice of CGDA and got approved before undertaking the work in hand against proper work order.
6. **Log Book:** Log book shall be maintained as per direction of user. This shall be got signed from AAO (AN). The register shall be maintained for consumption of the of the other items and got signed from AAO (AN) on day to day basis.
7. **Period of contract:** The order shall run for a period of 12 months from the date of commencement of the work as given in the work order. The term can be extended with mutual consent of both the parties.
8. **Termination:** CGDA reserves right to terminate the contract at any time after giving one month notice in writing.
9. **Rate:** Unit rates quoted for the work shall be deemed to include for all the taxes, all the expenses towards boarding Lodging of the mechanics/technicians, electricians

skilled and unskilled workers, all labours, tool & plants as required for proper operation & maintenance of the work complete in all respect. Any missing minor details which are not spelt out in the description of the items but are required for proper completion of job work, shall be deemed to have taken into account in the quoted rates. The rate shall also include for all the taxes , octroi, excise duty, transportations etc. including price escalations, contractor's overheads and profits. Nothing extra shall be admissible on any such account. All the major repairs of the equipment as and when required shall be paid extra. Dy.CGDA(AN) decision will be final for categorising major repairs.

10. **Mode of Payment:** The payment shall be made on monthly basis on production of bills in duplicate duly verified by the user.
11. **Liability to Damages:** The contractor at his own cost, shall make good all the damages, losses, burnouts etc. which have occurred on account of faulty operation, inadequate preventive maintenance and/or mishandling of plants and equipment. The decision of Dy.CGDA(AN) in this regard shall be final and binding.
12. **Handing and Taking over:** The contractor shall on receipt of work order take over the plant in serviceable/running conditions. Similarly, on expiry of period of contract, he shall hand over all the plants in serviceable /running condition to the deptt. All the repair/maintenance required for the purpose shall be carried out by the contractor at his own cost.
13. **Equipment/Installations:** Regular/Preventive/Periodical upkeep Maintenance & servicing of all the equipment/installations etc. shall be carried out as per manufacturer's instructions and all as per directions of user.

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STANDARD CONDITIONS OF CONTRACT

Special Conditions of Contract : Special conditions of contract are supplementary conditions applicable to a specific tender and contract. Such conditions become essential particularly in cases of contract for supply of services or even equipment. In addition, there may be a need to stipulate conditions like stage inspection, acceptance trials, installation, setting to work, and commissioning or pre-defined stages of payment for services.

The firm will ensure police verification of all the employees in its rolls who are working for CGDA. No employee of the firm without police verification will be allowed to enter the premises of CGDA office. All employees should be in possession of I-CARDS when reporting for duty.

1. Any short supply or inadequacy with regard to manpower, consumables and equipment employed by the contractor as stated in the commercial bid shall be viewed seriously.
2. The contractor shall ensure that his employees shall have Identity Cards, provided by the contractor which shall be worn in such a way that it is prominently displayed and visible for any person to identify the individual representing the contractor.
3. The employees shall report to the officer-in-charge assigned by the Department. **If the performance of the contractor is not found to be satisfactory, 5% of the bill amount of the month shall be deducted and in case of continued poor performance contract will be terminated after giving written notice.**
4. The contractor is responsible for payment of monthly salary on due date to the employees.
5. The contractor is solely responsible for the statutory payments such as ESI, PF etc. paid to the concerned authorities. Proofs of such payments have to be produced along with the bill.
6. The contractor shall submit the bills along with relevant documents for the current month in the succeeding month or thereafter so as to enable the Department to process the same and pay the contractor.
7. Tax shall be deducted at source as per the Income Tax Act from the monthly bills.
8. If in the opinion of the Department, the contractor engages inadequate number of employees or does not execute the work in a satisfactory manner or in accordance with the terms and conditions of the contract, the Department may get the work done through a third party contractor, without any written notice to the contractor, the cost of which shall be recovered from the contractor from the monthly payment and/or the money available with the Department as performance guarantee.
9. In the event of the Department deciding to renew this contract on the same terms as embodied the decision to the contractor prior to the expiry of this agreement, in which event the parties to this agreement shall be governed by such documents for future or further transactions.
10. It shall be the responsibility of the contractor to comply with the service conditions of its employees including fixation and payment of their wages. However, in order to keep the Department informed, for the purpose of the Department's statutory responsibilities and liabilities if any, as may be applicable from time to time, the contractor shall intimate the Department, the details of wages paid to the workmen and if the need arises to depute its representative to be present at the time and place of

disbursement of wages by the contractor and inspect relevant records if any. The Department may verify such payments made in the wage register maintained by the contractor.

11. The contractor shall ensure that its employees present themselves clean and tidy and in proper attire whenever they carry out the work covered by this agreement. Their uniform shall be decided in consultation with the Dy.CGDA(AN).
12. The contractor shall indemnify and shall keep the Department indemnified against acts of omission or negligence, dishonesty or misconduct of the men engaged for the work and the Department shall not be liable to pay for any damages or compensation to such person or to third party.
13. The contractor shall, at all times, indemnify the Department against any claim which could arise under the workmen's Compensation Act, 1953 and/or under any statutory notification thereof or otherwise in respect of any damages or compensation in consequence of any accident, injury sustained to any of the workmen engaged by the contractor or other persons whose entry into the Department premises has been authorized by the contractor. The contractor shall insure all the employees engaged for this job and such policy shall be produced to the Department on demand.
14. In the event of any exigencies, the Department shall have discretion to call upon the contractor to provide such additional employees as may be necessary in its opinion for the purpose of effectively carrying out the services contemplated in this agreement.
15. Goods & Service tax as per laws in force shall be paid by the Contractor.
16. That the contractor shall arrange for the maintenance of all such registers and forms as are statutorily required and/or considered necessary for the efficient performance of the contract.
17. That it shall be clearly agreed and understood by the contractor that all the persons provided shall be the employees of the contractor and all disputes between the contractor and its employees shall have no bearing on the Department. The Department shall not be responsible for any claims made by such persons and shall not be liable to pay any amount to any employee/ex-employee of the contractor. The contractor is fully responsible for disciplined behavior of its workers.
18. The contractor shall not allow or incite his workers to participate in any trade union activities, agitations in any of the two premises.
19. All damages caused by the contractor or that of the contractor's employees or arising out of its employee's instruction shall be charged to the contractor and recovered from his dues/bills or adjusted against the performance guarantee.
20. Failure by the contractor to comply with any statutory requirement and/or the terms of the agreement during the period of contract shall result in deductions from the bill at the rate fixed by the Department for each lapse and/or termination of the contract and subsequent disqualification from participation in any future tender of the Department and/or any other government department..

21. Besides the above, an undertaking as follows shall also be furnished:-
 - a. "The contractor hereby agrees to undertake that he/she shall abide by and conform
 - b. to the various provisions in so far as they relate to him as specified in the Contract Labour (R&A) Act, 1970".
22. The employees will work five days in a week. Moreover, if so required the employees will also work on holidays as per requirement and as decided subsequently.
23. The employees will work punctually at the prefixed/ timings
24. The employees will have uniform attire and wear it daily without fail.
25. The contractor and the employees engaged by the contractor will follow the entry and exit procedures of the department as may be determined by the department from time to time.
26. Close liaison will be maintained with our officers-in-charge concerned for smooth and efficient performance of duties of the technical staff.
27. All the persons provided/engaged by the contractor will be the employees of the contractor and all disputes between the contractor and its employees will have no bearing on the CGDA, Delhi Cantt and will not be responsible for any claims made by such persons and will not be liable in any manner. The contractor will be fully responsible for disciplined behavior of its workmen. The CGDA, Delhi Cantt will not be responsible in any way with regard to injury or mishap to the work force during their duty in the premises.
28. All damages caused by the contractor or that of the contractor's employees or by any other employees arising out of its employees instruction will be charged to the contractor and recovered from its dues/bills.
29. Failure by the contractor to comply with any statutory requirements and/or the terms of the agreement during the period of contract will result in termination of the contract and subsequent disqualification from participation in any future tender of the department.
30. In case the contractor withdraws or the CGDA, Delhi Cantt terminates the contract for violation of terms and conditions and/or deficiency in services during the period of contract, the additional expenses in hiring a new contractor on temporary arrangement till the time of appointing a regular contract through a tender process, will be adjusted against payments to be made.
31. The employees/workers of the service provider will have no right to claim with the CGDA, Delhi Cantt or to claim absorption on completion of the above contract scheme.
32. The Performance Security Deposit will be forfeited if the Contractor backs out without the explicit consent of the CGDA, Delhi Cantt.

33. If the performance of the service provider is not upto the mark or is not found satisfactory the department/Dy.CGDA(AN) will either engage another contractor and/or cancel the contract on one months notice.
34. The contractor will not sublet or transfer any part of the contract.
35. If the performance of any worker/employees is not found satisfactory by this office, the contractor will be asked to replace him.
36. Payment will be made on monthly basis on receipt of bill. No advance payment will be made in any case. If any penalty is levied then that will be deducted from the monthly bills.
37. The CGDA, Delhi Cantt. or the contractor in case of any failure or omission due to natural calamities, hurricanes or due to any statute or regulations of the government or because of any lock outs, strikes, riots, embargos for any political reasons or otherwise beyond the control of any party including war (whether declared or not) civil war or state of insurrection, will give notice to other party within 15 days of the occurrence of such incident that on account of the above event the notifying party has delayed the performance beyond its reasonable control and it was not due to negligence or default on its part.
38. Either party as or when it gives notice of force majeure will provide confirmation of such event in the form of a certificate from the Govt. or the CGDA, Delhi Cantt. The parties will be relieved of their respective obligation to perform, hereunder for so long as the event of force majeure continues and to the extent their performance is affected by such an event of force majeure provided notices as above are given and the force majeure is established as provided herein above.
39. If a dispute arises between the CGDA office and the service provider and it does not get resolved through mutual discussions, the parties may agree for arbitration. The Jt. CGDA(AN) should prepare a panel of arbitrators for selection by the CGDA who appoint an arbitrator, whose decisions taken after due consideration of factors brought out by both parties are considered final. The option of approaching Ministry of Law for appointment of Arbitrator can also be exercised. The Standard arbitration clauses are given in Forms DPM -7(which can be provided on request). However, the parties will continue to perform obligation under this agreement during arbitration proceedings.
40. The venue for arbitration will be Delhi Cantt.
- ~~41.~~ The actual numbers of employees/ employees/workers and supervisors etc. so engaged by the contractor will be the whole and sole criteria/decision on the part of the contractor.:
- ~~42.~~41. _____
- ~~43.~~42. _____ The employees deputed by the contractor shall have no privates of contract with the CGDA, Delhi Cantt. and they shall not be treated employees / part time workers or licensees of the department i.e. the CGDA, Delhi Cantt. in any manner whatsoever for the purpose of wages / payments of any nature / or statutory obligations as per law of the land.

44.43. The engagement of employment is purely amongst the contractor & the employees. The CGDA, Delhi Cantt. has nothing to do with the same.

PAYMENT OF BILL:

The Contractor shall furnish the Tax invoice (in duplicate) towards his services during the month in the first week of the following month alongwith following documents:

- a. Original Tax Invoice (in duplicate)
- b. Bank statement indicating credit of wages to the accounts of the workers in electronic manner.
- c. EPF challan for the month indicating deposit of employee and employer contribution.
- d. ESIC subscription payment details for the month.
- e. Attendance record of the workers for the month.
- f. Daily checklist
- g. Receipt of GST paid for the previous month.
- h. Other supporting documents related to claim.

MISCELLANEOUS:

Complying with the legal rules and regulations of the State Government and Central Government governing the work contract would be the sole responsibility of the contractor. The contractor shall ensure that the required work would be completed even in the absence of the person(s) he deploys for the same. The Department reserves the right to accept/reject any tender or all tenders without assigning any reason.

PENALTY CLAUSE

Deductions on account of unsatisfactory maintenance of equipments installed in the building will be made from the monthly bills. The recovery will be decided by the Dy.CGDA(AN) in consultation with the Jt.CGDA(AN), based on the inspection report. The methodology for deduction shall be as under:

- i. Short Attendance of Labour: In addition to the non-payment of wages for the period of absence, Rs 100/- (Rupees one hundred) per head will be recovered from the bill for any short attendances during the month.
- ii. In case of loss due to unforeseen circumstances, an enquiry leading to the loss will be conducted by a Board of Officers and the decision of the Dy.CGDA(AN) Shall be final.
- iii. If the work is found unsatisfactory and below the expected standards in a particular area or areas, Dy.CGDA(AN) will have right to get the same done through another agency. The charge on account of this shall be deducted from the contractor's bill. Decision of the Dy.CGDA(AN) shall be final in this regard.



(Rajiv Kumar)

Sr.Accounts Officer (AN)

राजीव कुमार / Rajiv Kumar
वरिष्ठ लेखा अधिकारी / Sr. Accounts Officer
कार्यालय रक्षा लेखा महाविभाग / Office of the C.G.D.A.
उलान बटार रोड, पालम / Ulan Batar Road, Palam
दिल्ली छावनी-110010 / Delhi Cantt-110010

TECHNICAL BID

(To be enclosed in a separate sealed envelope)

Requirement of Manpower for maintenance and day-to-day operation.

1.	Name of Tendering Company/ Firm/ Agency (Attach certificates of registration)	
2.	Name of proprietor/Director of Company/Firm/Agency	
3.	Full Address of Registered Office with Telephone No., FAX and E-Mail	
5.	Banker of Company/Firm/ Agency with full address (Attach certified copy of statement of A/C for the last three years)	
6.	PAN/GIR No. (Attach self attested copy)	
7.	Goods & Service Tax Registration No. (Attach self attested copy)	
8.	E.P.F. Registration No. (Attach self attested copy)	
9.	E.S.I. Registration No. (Attach self attested copy)	
10.	Documents showing completing at least two service of value not less than Rs.10 Lakh per annum related to providing similar service in each of the last three years.	
11.	Income declared in I.T. returns for Financial Year 2014-15 to 2016-17 (enclose copy of IT Returns acknowledgement for the relevant assessment years.	
13.	Affidavit stating that the agency is / has not been black listed by Centre / State Government / PSU in last three years	
14.	Declaration about Fraud and corrupt practices (Duly signed & attested as given in the Tender Document	
15.	Details of Earnest Money Deposited: DD No.....Dated..... Amounts: Rs..... Drawn Bank.....	
16.	Cost of tender Fee Rs. 1000/- Attached (Give details)	

Note: Non compliance with any of the above conditions by the Service Provider Company/Firm/ Agency will amount to non-eligibility for the services for which tender has been floated and its tender will be ignored summarily.

Signature of authorized person

Date:
Place:

Name:
Seal:

ENCLOSURE-V

COMMERCIAL BID

(To be kept in a separate sealed envelope)

**Requirement of Manpower for maintenance and day-to-day operation at
CGDA, Delhi Cantt.- 110010**

1. Name of tendering Service Provider
Company / Firm/ Agency :

2. **CONTRACT RATES PER PERSON PER MONTH:**

Sl. No.	Description of manpower	Number	Rate/ Person/ Month	Total
1.	Hardware Engineer /supervisor	01		
2.	Cable Man /operator	01		
3.	EPF Employer's Contribution			
4.	ESI Employer's Contribution			
5.	Service Charges			
6.	Goods & Service Tax			
7.	Any other charges as per law in force.			
8.	Grand Total (total of Sl. No. 1 to 7)			

DEDUCTIONS: Income tax as applicable shall be deducted at source. The Service Providing Company/Agency/Firm shall be responsible for meting out all the tax implications as per Rules of other Government Departments.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

Notes:

1. The rates quoted by the tendering Agency should be inclusive of all statutory/ taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of duties performed by the Service providing Company/Agency/Firm during the month.

----X----

DECLARATION ABOUT FRAUD AND CORRUPT PRACTICES

We certify that last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority on a judicial pronouncement or arbitration award, nor been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We declare that;

- a) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice as defined in Section-B of Fraud and corrupt practice on the General Instructions for tender of the document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprises on any Government, Central or State; and
- b) We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section-B of Fraud and Corrupt practice of the terms and conditions of the documents, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We certify that in regard to matters other than security and integrity of the country, we or any of our associates have not been convicted by a Court of law or indicated of adverse orders passed by a regulatory authority, which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.

We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of law.

We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/Managers/ Employees.

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the concern shall be blacklisted and shall not have any dealing with the Department in future.

(Signature of Authorized Signatory)

Date :

EVALUATION

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

- a. Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
- b. Quotation of all machines shall be given on as in the format attached with this RFP.
- c. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Enclosure-V of this RFP. The consideration of taxes and duties in evaluation process will be as follows:
 - i. Ultimate cost to the buyer would be the deciding factor for ranking of bids including GST.
 - ii. Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored.
 - iii. The Bidders are required to spell out the rates of Goods and Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.
 - iv. 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.

The Lowest Acceptable Bid will be considered further for placement of contract / Work Order after complete clarification and price negotiations as decided by the Buyer.



Bank Guarantee format

Whereas(hereinafter called the “Bidder”) has submitted their offer dated.....for the supply of.....(hereinafter called the “Bid”) against the Buyer’s Request for proposal No.....KNOW ALL MEN by these presents that WEof..... having our registered office at..... are bound unto..... (hereinafter called the “Buyer) in the sum of.....for which payment will and truly to be made to the said Buyer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of.....20.....

The conditions of obligations are –

- (1) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (2) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Buyer up to the above amount upon receipt of its first written demand, without the Buyer having to substantiate its demand, provided that in its demand the Buyer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the authorized officer of the Bank)
Name and designation of the officer
Seal, name & address of the Bank
and address of the Branch

ENCLOSURE- IX

SI No	Description of works	Unit	Qty
A. Communication Networking System:			
1	LIU Rack mounted fully loaded with 12 port fibre patch panel	Nos.	12
2	100 pair unarmoured PVC cable for telephone line with minimal area 0.5mm make Delton	RM	425
3	50 pair for telephone line with minimal area 0.5mm unarmoured PVC Cable make Delton	RM	250
4	5 pair for telephone lines with nominal area 0.5mm armoured cable	RM	200
5	3 pair for telephone jacke with mounted frame	RM	15575
6	Krone module for telephone jack with mounted frame	Nos	350
7	I/O box dual for socket telephone		300
8	CAT 6 UTP cable Make AMP (tyco)		3635
9	3C*0.5 sq mm power cable make Delton		300
10	Co axial RG-6 communication cable make Commscope		3000
11	2*1.5sq mm copper conductor flexible PVC twisted power cable		3200
12	RG-6 I/O Socket.		40
13	MS conduit of 25 mm size		300
B. Access Control System			
1	Turnstile: BIO Tripod Flap 02 of size height 71.5 cm and width 24 cm with Stainless steel cabinet operated on electric supply 220 volt+/- 10 volt,50 Hz,single phase A/c supply and operated environment max 60 deg temperature max passage width<600mm,passing speed<40 persons /m through I/C card and equipment with a standard electric interface and read/write facility such as magnetic card, bar code card, ID card and IC card etc. complete in all respect for indoor application only	Nos.	7
2	Dummy Tripod for above turnstile	Nos	4
3	Software for time in –out of daily employees of details absent/present records as required basis on daily/monthly report, data of visitors /entered persons to be recorded and maintaining the details as per requirement.	Nos.	1
4	Full height Turnstile Bio FHT-02/vertical Turnstile Height2200mm aprox/ stainless steel tubular bars/card system operatable	Nos.	1
5	Software suitable for the required parameter.	Nos.	1
6	Proximity plain display card for in/out of the facility including normal card holder for each.	Nos.	400
7	Access control equipments on the existing door with readable access Card for individual complete in all respects including mounting arrangement on surface, prewired etc.	Nos.	26
8	Electro mechanical lock to held the door and suitable, comparable to access control system as mentioned above	Nos.	6

C. Raceway			
1	PVC raceway of size 100*50mm and having protection degree IP-40 Approved colored make in insulating and self extinguishing thermoplastic And shockproof material which resists abnormal heat and fire upto Indian standard IEC-60695 and complete in all respects including, fixing arrangement, hanging arrangement, cover removable by hand using the specific ties, external/internal/flat angles, end cap, flat tee, flat join and suitable for modular switch units. Make AKG/Kalinga.	RM	942
	25 mm dia PVC conduit complete in all respect including joint , Junction box ,tee elbowetc. MakeAKG/Kalinga	RM	3030
D. EPBX (Telephone Networking)			
1	IP Ready Business Communication System with hot stand by power supply & connectivity of 24 PNT line, 48 Digital Extn and 288 Analog Extns complete in all respect Make Siemens	Nos	1
2	Operator console for key system Make Siemens	Nos	48
3	Digital Telephone instruments	Nos	
4	MDF Junction box of following lines complete in all respects.		
	500 lines	Nos	2
	200 lines	Nos	10
5	4 hours power backup for battery to EPABX system	Nos	
6	Voice mail system without PC, Call billing software for identification of call/details as required.	Nos	1
7	Primary rate interface card for provisioning of inlet ISDN telephone line Suitable for EPABX system and MTNL communication system etc complete as required.	Nos	2
8	The card printing accessories for the complete system as under:		
	Zebra 430 dual side color printer	Nos	1
	YMCKO Ribbons (200 cards/roll)	Nos	1
	K- Ribbons (1000 cards/roll)	Nos	1
	Cleaning cards (long)	Nos	1
	Regular cleaning cards	Nos	1

DECLARATION

I, _____ Son/Daughter/Wife of
Shri _____ Proprietor/Partner/Director/
Authorized signatory of the Company/Agency/ Firm, mentioned above, is competent to sign
this declaration and execute this tender document;

2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide to them;

3. The information / documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that
furnishing of any false information/fabricated document would lead to rejection of my tender
at any stage besides any liabilities towards prosecution under the appropriate laws.

Date:
Place:

Signature of authorized person
Full Name:
Seal: