

**INVITATION OF BIDS FOR OUTSOURCING OF
SECRETARIAL ASSISTANCE, MESSENGER AND WATERMANSHIP TRAINING
CENTER MAINTENANCE SERVICES AT DSSC, WELLINGTON**

REQUEST FOR PROPOSAL (RFP) No 02/EST/SAS/2016-17 DATED 27 JANUARY16

1. Bids in sealed cover are invited for ***Outsourcing of Secretarial Assistance, Messenger, Watermanship Training Centre Maintenance Services at DSSC, Wellington for the Financial Year 2016-17***. The title, RFP number and date of opening of the Bids are required to be superscribed on the cover to avoid the Bid being declared invalid.
2. The Bids are required to be submitted to:-
 - (a) Bids to be addressed to : The Commandant
Defence Services Staff College (DSSC)
Wellington 643231
The Nilgiris, Tamil Nadu
 - (b) Contact Personnel : Col VG Kulkarni
Colonel Adjutant
Tele No : 0423-2233620/2510
Fax No : 0423-2201193
3. This RFP is divided into five Parts as follows:-
 - (a) Part I. Contains General Information and Instructions for the Contractors about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) Part II. Contains essential details of items/services required, such as the Schedule of Requirements (SOR), Taxes and minimum wages payable.
 - (c) Part III. Contains Standard Conditions of RFP, which will form part of the Contract with the successful Contractor.
 - (d) Part IV. Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Contractor.
 - (e) Part V. Contains Evaluation Criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitments and the Commandant, DSSC reserves the right to change or vary any part thereof at any stage. The Commandant, DSSC also reserves the right to withdraw the RFP, should it become necessary at any stage.
5. **Terms and Conditions duly signed by the contractor on each page.**

PART I – GENERAL INFORMATION

1. **Last Date and Time for Depositing the Bids.** Sealed tender duly superscribing “**Tender for Outsourcing of Secretarial Assistance, Messenger Watermanship Training Centre Maintenance Services**” should reach the Commandant, DSSC, Wellington by **1000 hours on 14 March 2016**. The responsibility to ensure this lies with the bidder.
2. **Manner of Depositing the Bids.** Sealed Bids should be either dropped in the Tender Box marked as ***Outsourcing of Services*** and placed in the Administrative Block of DSSC, Wellington or sent by Registered Post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
3. **Time, Date and Place of Opening the Bids.** The Bids will be opened in the presence of the intending tenderers at the **Admin Conference Room of DSSC, Wellington at 1100 hours on 14 March 2016**. The Contractors may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important clauses quoted by all Contractors will be read out in the presence of the representative of all the Contractors. This event will not be postponed due to non-presence of your representative. (If due to any exigency, the due date for opening the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time).
4. **Location of the Tender Box.** Only those Bids that are found in the tender box kept in the Admin Conference Room of DSSC, Wellington will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Forwarding of Bids.** Bids should be forwarded by Contractors under their original memo/letter pad inter alia furnishing details like TIN number, Bank address with EFT Account if applicable etc and complete postal and e-mail address of their office.
6. **Clarification Regarding Contents of the RFP.** A prospective contractor who requires clarification regarding the contents of the bidding documents shall notify in writing about the clarifications sought not later than 14 days prior to the date of opening of the Bids. Copies of the query and clarification by the bidder will be sent to all prospective bidders who have received the bidding documents.
7. **Modification and Withdrawal of Bids.** A Bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Commandant, DSSC prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the Commandant, DSSC not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder’s forfeiture of bid security.

8. **Clarification Regarding Contents of the Bids.** During evaluation and comparison of bids, the Commandant, DSSC may, at his discretion, ask the Bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the Bidder will be entertained.
9. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender corrections may invoke summary rejection with forfeiture or EMD. Conditional tenders will be rejected summarily.
10. **Unwillingness to Quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given Services as mentioned in this RFP.
11. **Validity of Bids.** The Bids should remain valid for 90 days from the last date of submission of the Bids.
12. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of **Rs 68,000/-** (Rupees Sixty eight thousand only) alongwith their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipts, Banker's Cheque of Bank Guarantee, in favour of The Commandant, DSSC, Wellington, payable at Wellington from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in Mod website and can be provided on request). EMD is to remain valid for a period of forty-five days beyond the final bid validity period. EMD of the unsuccessful Bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful Bidders 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 (eg, DGS&D), NSIC (Registered under Single Point Registration Scheme) or any Department of MoD or MoD itself for **outsourcing of services**. The EMD will be forfeited if the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.
13. Blank tender forms alongwith terms and conditions and details of work in various departments/trades can be obtained from the office of the Establishment Branch on payment of Rs 100/- (Rupees one hundred only) (non-refundable) through a DD drawn on any nationalized bank/Indian Postal Orders, in favour of **TheCommandant, DSSC, Wellington** on all working days. Tender forms downloaded from the site can also be submitted subject to payment of Rs 100/- through a DD as above as cost of tender fee while depositing the bids.

PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED

1. **Schedule of Requirements.** Secretarial Assistance, Messenger and Watermanship Training Centre Maintenance Services (Pykara) at Defence Services Staff College, Wellington.

(a) **Secretarial Assistance Services .**

- (i) Q Branch - 05 skilled labourers
- (ii) Archive Cell - 02 skilled labourers.
- (iii) IFA Office - 02 skilled labourer

(b) **Messenger Services.**

- (a) HQ & Coord - 01 unskilled labourer
- (b) Army Wg - 01 unskilled labourer
- (c) Naval Wg - 01 unskilled labourer.
- (d) Air Wg - 01 unskilled labourer.
- (e) Adm Wg - 02 unskilled labourers.

(c) Watermanship Training Center Maintenance Services- 04 semi skilled labourers.

2. **Technical Details.**

(a) **Specifications.**

(i) **Secretarial Assistance Services.**

- (aa) **Q Branch.** General clerical duties including typing on computers.
- (ab) **Archive Cell.** Digitisation and Archiving.
- (ac) **IFA Office.** General clerical duties including typing on computers.

(ii) **Messenger Services.**

- (aa) Mail Duties.
- (ab) Conveying files and papers from office to office.
- (ac) Dusting and Cleaning of offices, office furniture, computers, windows and doors.

(iii) **Watermanship Training Centre (WTC) Maintenance Services at Pykara, which is located 40 away from DSSC, Wellington.**

- (aa) Cleaning of WTC premises.
- (ab) Cleaning and maintenance of all board and equipment.
- (ac) Removal and water from boats.
- (ad) Covering of boats during inclement weather.
- (ae) Handling of power boats after clearance from DS IC (Sailing), depending on competence.
- (af) Maintenance of garden and planting of trees in the WTC premises.

- (ag) Cleaning of Guest Rooms including toilets.
- (ah) Security Duties.
- (aj) Maintaining the Guest Rooms.

(b) **Pre-site inspection and Pre-bidding on 04 March 16** which are mandatory.

(c) Requirement of Technical Documentation:-

- (i) Labour Enforcement Directorate Registration Certificate.
- (ii) EPF Registration Certificate.
- (iii) ESI Registration Certificate.
- (iv) Service Tax Registration Certificate.
- (v) Copy of PAN Card.
- (vi) Income Tax Assessment Return of last two years. (Assessment Year 2014-15& 2015-16)
- (vii) Three years experience in handling the above service.
- (viii) Earnest Money Deposit.
- (ix) Tender Cost
- (x) Proof of Address

3. **Payment of Minimum Wages:-**

(a) The Bidder shall be responsible for **payment of minimum wages** to the workers as required in the labour Contract Act and such other benefits **like Provident Fund and Employees State Insurance (ESI)** etc. He shall ensure regular payment of wages to persons engaged by the first week of the subsequent month.

(b) **The Bidder should ensure that the labourers are paid the minimum wages and revision, if any, notified by GOI, Ministry of Labour and Employment are complied with.**

4. The Bidder should register his firm with the Provident Fund Commission and pay the Provident Fund as applicable to all labourers every month without fail. The Bidder should also register his firm with the **Labour Commissioner** and produce proof thereof, in the absence of which his quotation will be liable for rejection.

5. The Bidder shall ensure that the engaged personnel are free from criminal or otherwise questionable background and should maintain absolute integrity.

6. The Bidder shall make necessary police verification of each of the labourers and produce the certificate issued by local police authority to the Colonel Adjutant, DSSC, Wellington.

7. The Bidder shall provide supervisors and arrange labourers on all working days to carryout the works as required by the Commandant, DSSC, Wellington or Officer so deputed by the Commandant, DSSC, Wellington.

8. The Bidder shall obtain permission for himself and his employees from Colonel Adjutant, DSSC, Wellington duly obtaining proper identification pass prior to entering the College premises on all working days.

9. The Bidder shall ensure the safety of labourers who are engaged by him, in all respects. The Commandant, Defence Services Staff College, Wellington shall not be responsible, in any manner whatsoever, in matters of injury/death etc of the labourers.
10. The Bidder shall be obliged and solely responsible to comply with all statutory requirements in respect of the manpower engaged and Commandant, Defence Services Staff College, Wellington shall not be a party to any dispute arising out of such deployment by the Bidder.
11. The manpower deployed by the Bidder shall be the labourers of the Bidder and Commandant, Defence Services Staff College, Wellington shall not in any manner, whatsoever, be responsible for their employment.
12. For easy identification of the labourers the Bidder has to ensure wearing of distinct uniform by his labourers and the supervisor while working inside the College premises.
13. The Bidder has to obtain Identification Card with photo from Colonel Adjutant, DSSC for his contract workers. No worker without Identification Card so issued by Colonel Adjutant, DSSC will be allowed to enter the DSSC premises.
14. The Bidder shall agree to abide by all relevant laws viz, contract labour (Regulation and Abolition) Act 1970, Employees State Insurance Act 1947, Minimum Wages Act and Payment of Wages Act.
15. The Bidder shall obey and carry out such instruction as may be issued to him from time to time by Commandant, Defence Services Staff College, Wellington or his authorized representatives.
16. The labourers engaged for the work shall have no benefits/concessions as admissible to Central Government Employees **AND** there is no Master-Servant relationship between the Commandant and the labourers and will have no claim and right for job permanency in the Government.

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 as selected by the Commandant, DSSC. 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 outsourcing of services shall commence from 01 Apr 2016 to 31 March 2017.
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 Bidder 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 DSSC 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 disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Bidder or any one employed by him or acting on his behalf (whether with or without the knowledge of the Bidder) or the commission of any offers by the Bidder 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 shall entitle the Commandant, DSSC to cancel the contract and all or any other contracts with the Bidder and recover from the Bidder the amount of any loss arising from such cancellation. A decision of the Commandant, DSSC or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Bidder. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Bidder towards any officer/ employee of the DSSC or to any other person in a position to influence any officer/ employee of the DSSC for showing any favour in relation to this or any other contract, shall render the Bidder to such liability/ penalty as the Commandant, DSSC 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 amount paid by the Commandant, DSSC.

5. **Agents /Agency Commission.** The Bidder confirms and declares to the Commandant, DSSC that he/ she is the original 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 bidder; nor has any amount been paid promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Bidder agrees that if it is established at any time to the satisfaction of the Commandant, DSSC that the present declaration is in any way incorrect or if at a later stage it is discovered by Commandant, DSSC that the Bidder has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, form or institution, whether before or after the signing of this contract, the Bidder will be liable to refund that amount to the DSSC. The Bidder will also be debarred from entering into any service contract with the Government of India for a minimum period of five years, The Commandant, DSSC, will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Bidder who shall in such an event be liable to refund all payments made by the Commandant, DSSC in terms of the contract along with interest at the rate of 2% per annum above LIBOR rate. The Commandant, DSSC, will also have the rights 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 Commandant, DSSC that the Bidder 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 Bidder, on a specific request of the Commandant, DSSC, shall provide necessary information/inspection of the relevant financial documents/ information.

7. **Non-disclosure of Contract documents.** Except with the written consent of the Commandant, DSSC/Bidder, other party shall not disclose the contract or any provision, specification, etc or information thereof to any third party.

8. **Liquidated Damages.** In the event of the Bidder's failure to submit the Bonds, Guarantees and Documents, services specified in this contract, The Commandant, DSSC may, at his discretion, withhold any payment until the completion of the contract. The Commandant, DSSC may also deduct from the Bidder as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

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

(a) Completion of the assigned work is delayed for causes not attributable to Force Majeure for more than two weeks after the scheduled date of completion of services.

(b) The Bidder is declared bankrupt or becomes insolvent.

(c) Completion of services is delayed due to causes of Force Majeure by more than six months provided Force Majeure Clause is included in contract.

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

- (e) As per decision of the Arbitration Tribunal.
- (f) Due to security reasons without assigning the cause of security breach.

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 Bidder 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 Bidder shall indemnify The Commandant, DSSC 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 services.

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.** All taxes, duties, levies and charges which are to be paid for the services provided by them, shall be paid by the parties under the present contract in their respective countries.

(b) **In respect of Indigenous Bidders**

(i) **General**

(aa) Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with the services provide by them, specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

(ab) If a Bidder is exempted from payment of any duty/ tax for services provide by him, he should clearly state that no such duty/ tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Utiliser later to enable the bidder to obtain exemptions from taxation authorities.

(ac) Any changes in levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax, Octori/entry tax, etc on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Utiliser, to the extent of actual quantum of such duty/ tax paid by the bidder. Similarly, in case of downward revision in any such duty/tax, the actual quantum of reduction of such duty/tax

shall be reimbursed to the Utiliser by the bidder. All such adjustments shall include all reliefs, exemptions, rebates, concession etc, if any, obtained by the Bidder.

(ad) Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc on final product will be paid by the Utiliser on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Utiliser and they may not be indicated separately in the bids. Bidders are required to include the same in the pricing of their services.

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. Bidder in the Contract) as selected by The Commandant, DSSC. Failure to do so may result in rejection of Bids submitted by the Bidder.

1. **Performance Guarantee.** The bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) in favour of the CDA, Chennai, 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 expiry of the contract. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).
2. **Payment Terms for Indigenous bidders.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. 100% payment will be made on monthly basis in arrears for the satisfactory services rendered during the previous month. Income-Tax will be deducted at source on the bill amount as per the orders in force.
3. **Advance Payments.** No advance payment(s) will be made.
4. **Paying Authority.** The Controller of Defence Accounts, Chennai will make payments every month on submission of the following documents by the vendor :-
 - (a) Bills in quadruplicate for the services rendered during the preceding month.
 - (b) Proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries.
 - (c) Performance Bank Guarantee.
 - (d) Contract Agreement.
 - (e) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account Type, Account No, IFSC Code and MICR Code.
 - (f) Any other document/ certificate that may be provided for in the Supply Order/ Contract.

5. **Fall clause.** The following Fall clause will form part of the contract placed on successful bidder:-

(a) The price charged for the services under the contract by the bidder shall in no event exceed the lowest amount at which the bidder quoted the value of services to any organisation 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 Bidder reduces the value of services to any organization or any Department 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, they 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 services of such reduction of service amount of the service shall stand correspondingly reduced.

(c) The Bidder shall furnish the following certificate to the Paying Authority along with each bill for payment for services made against the Rate contract – “We certify that there has been no reduction in service of description identical to the service to the Government under the contract herein and such services have not been offered by me/us to any person/organisation 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 services 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.

6. **Risk & Expense clause:-**

(a) Should the task thereof not be completed within the stipulated time or times specified in the contract documents, or if the services is defective/incomplete, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the services thereof not perform in accordance with the specifications / parameters provided by the Bidder during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

7. **Force Majeure clause:-**

(a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations, 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.

8. **Inspection Authority.** The Inspection will be carried out by the Colonel Adjutant or his representative at any time of any day.

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.

(b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format. The consideration of taxes and duties in evaluation process will be as follows:-

(i) In cases where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service Tax, Octroi/ entry tax, etc on final product, as quoted by bidders.

(ii) In cases where both foreign and indigenous Bidders are competing, following criteria would be followed:-

(aa) In case of foreign Bidders, the basic cost (CIF) quoted by them would be the basis for the purpose of comparison of various tenders.

(ab) In case of indigenous Bidders, excise duty on fully formed equipment would be offloaded.

(ac) Sales tax and other local levies, ie., Octroi, entry tax etc would be ignored in case of indigenous Bidders.

(c) In important cases, all the foreign quotes will be brought to a common denomination in Indian Rupees by adopting the exchange rate as BC Selling rate of State Bank of India on the date of the opening of Price Bids.

(d) 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 discrepancy between words and figures, the amount in words will prevail for calculation of price.

(e) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Utiliser. The Utiliser will have the right to award contracts to different Bidders for being lowest in particular items. The Utiliser 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.

2. The Price Bid Format is enclosed.

DEFENCE SERVICES STAFF COLLEGE, WELLINGTON
NILGIRIS-643231 TAMIL NADU

TENDER FORM – SECRETARIAL ASSISTANCE, MESSENGER AND
WATERMANSHIP TRAINING CENTER SERVICES AT DSSC, WELLINGTON

1. Name of the Company with Address :
(Attach proof of address)

2. Name of the Proprietor/Director of the :
firm

3. Labour Enforcement Directorate :
Registration Certificate No
(Attach Self Attested Copy)

4. EPF Registration No :
(Attach Self Attested Copy)

5. ESI Registration No :
(Attach Self Attested Copy)

6. Service Tax Registration No :
(Attach Self Attested Copy)

7. PAN No of the Firm :
(Attach Self Attested Copy)

8. Income Tax Return of last two years :
(Enclose IT Returns for the Assessment Years
2014-15 & 2015-16)

9. Three years experience in outsourcing :
services (Attach supporting documents)

10. Details of Earnest Money Deposited: :
DD No..... dt.....
Amount Rs.....

11. Declaration:-
(a) WE HEREBY DECLARE THAT ALL THE INFORMATIONS GIVEN ARE TRUE.
(b) THAT ALL THE TERMS AND CONDITIONS GIVEN IN THE TENDER ARE
ACCEPTABLE TO US.

Office Seal:

Place :

Date :

(Stamp & Signature of the Bidder)

**PRICE BID FORMAT –SECRETARIAL ASSISTANCE, MESSENGER AND WATERMANSHIP
TRAINING CENTER SERVICES AT DSSC, WELLINGTON**

Bidders are required to fill this up correctly with full details, as required under Part II of RFP:-

1. **Basic Prices of (To be used for L-1 Determination):-**

(a) Item(s):-			
<u>Category</u>	<u>Monthly Price per Person</u> <i>(BP+DA+EPF+ESI+ Service Charge)</i> Rs	<u>Qty/ Nos</u>	<u>Total</u>
(a)	(b)	(c)	(d) = (b x c)
Skilled		09	
Semi-skilled		04	
Unskilled		06	
(b)	Monthly Charges for Other Requirements, if any		
Total (Ser No a+b)			

Note. Determination of L-1 will be done based on total of basic prices (not including Service Tax, Any Other Taxes/ Duties)

2. **Additional Information in Price Bid on Taxes and Duties (Not in scope of L-1 Determination):-**

(a)	Service Tax	
(i)	Total Value of Services on which Service Tax is Leviable	
(ii)	Rate of Service Tax Leviable	
(iii)	Total Value of Service Tax Leviable	
(b)	Any other Taxes/ Duties	

3.	Grand Total <i>(Basic Price, Service Tax and other taxes, if any)</i>	
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Office Seal:

Place :

Date :

(Stamp & Signature of the Bidder)