Advertised tender Enquiry – Hiring of Services of Data Entry Operator.

Sealed tenders are invited for and on behalf of the President of India from the reputed and experienced Service Provider/firm/Supplier/Contractor for providing 05 Data Entry Operators for one year to Principal cum Pay and Accounts Office, Ministry of Mines, New Delhi.

2. Sealed tenders complete in all respects superscribed on “Tender for Engagement of 05 DEOs in Principal cum Pay & Accounts Office, M/o Mines at New Delhi” must be submitted to the Sr. Accounts Officer, Pr. Accounts Office, M/o Mines latest by 11/06/2012 up to 14:00 hrs or may be sent to address mentioned in the tender document. The tender must be accompanied with an EMD of Rs. 15,000/- (Fifteen Thousand only) as prescribed in tender document valid for at least three months.

4. The tenders will be opened on 11/06/2012 at 15:00 hrs. The Chief Controller of Accounts, M/o Mines reserves the right to accept or reject any or all tenders in parts or full without any reason. The tenders or their authorized representative may attend opening of tenders on 11/06/2012.

Subhash Chandra
Dy. Controller of Accounts
Pr. Accounts Office
Ministry of Mines
Tel:01124651707
REQUEST FOR PROPOSAL

Invitation of Bids for engagement of 05 Data Entry Operators in Principal cum Pay & Accounts Office, Ministry of Mines at New Delhi.

Request for Proposal (RFP) No. 01 Dated 21/05/2012

1. Bids in sealed cover are invited for and on behalf of President of India for engagement of Data Entry Operators listed in Part II of this RFP. Please superscribe 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:

<table>
<thead>
<tr>
<th>a. Bids/queries to be addressed to</th>
<th>Dy. Controller of Accounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Postal address for sending the Bids</td>
<td>Principal Accounts Office, Ministry of Mines, 2nd Floor, Lok Nayak Bhawan, Khan Market, New Delhi</td>
</tr>
<tr>
<td>c. Name/designation of the contact personnel</td>
<td>Dy. Controller of Accounts, Principal Accounts Office, M/o Mines</td>
</tr>
<tr>
<td>d. Telephone number of the contact personnel</td>
<td>011 24651707/24615476/24698012</td>
</tr>
<tr>
<td>e. e-mail id of contact personnel</td>
<td><a href="mailto:Pao-mines@nic.in">Pao-mines@nic.in</a></td>
</tr>
<tr>
<td>f. Fax number</td>
<td>011 24645080</td>
</tr>
</tbody>
</table>

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, EMD, place of submission and opening of tenders, Validity period of tenders, etc.

b. **Part II:** Containing essential details of the services required, such as the Schedule of Requirements (SOR), Technical qualification of DEO.

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.

5. This RFP is being issued with no financial commitment and the this office reserves the right to change or vary any part thereof at any stage. This office
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 depositing the Bids:**
   
   11/06/2012 1400 Hrs.

   The sealed Bids should be deposited/reached by the due date and time. 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 “Engagement of 05 Data Entry Operators” in Principal cum Pay & Accounts Office, M/o Mines, 2nd Floor, Lok Nayak Bhawan, Khan Market, New Delhi or sent by Registered post at the address given in para (2) at first page 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 and date for opening of Bids:**
   
   11/06/2012 1500 hrs

   (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the this office).

4. **Location of the Tender Box:**

   A- Wing , Gate No.1, Lok Nayak Bhawan, Khan Market, New Delhi.

   Only those Bids that are found in the Tender box or submitted to Sr. Accounts Officer, Principal cum Pay & Accounts Office, 2nd Floor, Lok Nayak Bhawan, Khan Market, New Delhi within the last date and time of submission of bids, will be opened.

5. **Place of opening of the Bids:**

   Pr. Accounts Office, M/o Mines, 2nd Floor, Lok Nayak Bhawan, Khan Market, New Delhi. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Forwarding of Bids:** Bids should be forwarded by Bidders under their original memo/letter pad inter alia furnishing details like TIN number, Service Tax Registration number, VAT/CST number, Bank address with EFT Account etc. and complete postal & e-mail address of their offices.
7. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the this office in writing about the clarifications sought not later than 10(ten) days prior to the date of opening of the Bids, Copies of the query and clarification by the this office will be sent to all prospective bidders who have received the bidding documents.

8. **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 this office 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 this office 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 forfeiture of Earnest Money Deposit.

9. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the this office may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

10. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD, **Conditional tenders will be rejected.**

11. **Unwillingness to quote:** Bidders unwilling to quote rates should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

12. **Validity of Bids:** The Bids should remain valid till 60 days from the last date of submission of the Bids.

13. **Cost of tender:** No cost will be charged for tender document.

14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for an amount of Rs. 15000/-(Rs. FifteenThousand only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Banker’s Cheque in favour of PAO, Mines, New Delhi or Bank Guarantee from any of the Public Sector Banks or a Private Sector Bank authorized to conduct government business as per Annexure-I. EMD is to remain valid for a period of Thirty 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 with MHA.

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.

Part II  -Essential details of Items/Services required

1. **Schedule of requirements:** Total 05 Nos. of Data Entry Operators is required in Principal cum Pay & Accounts Office, M/o Mines, New Delhi.

2. **Technical Details:**

   (i) The contractor/supplier should have at least minimum two years of experience in providing minimum 05 Data Entry Operators to any Government department/Ministry/PSU along with documentary evidence.
   (ii) The contractor/supplier should have enough trained/experienced Data Entry Operator to carry out official work.
   (iii) The Contractor/supplier should have valid registration number with concerned authority and should not have any involvement in illegal activities/fraud.
   (iv) The rates quoted should confirm to the rates prescribed under the minimum wages Act and other such applicable Acts.
   (v) All services shall be performed by persons qualified and skilled in performing such services.
   (vi) The contractor/supplier should have to comply with the norms of Central Government and Delhi Government as regards to monthly payment to individual DEO.
   (vii) The persons who are employed as Data Entry Operator should have following minimum qualifications and attributes:

       (a) They must be graduate in any discipline.
       (b) They must be well versed with the use of MS Office, Excel package.
       (c) They must have good moral character and nice behavior while working.
       (d) They should not reveal the official nature of work to outsiders and must maintain confidentiality.
   (viii) The Contractor/Suppliers to ensure that the required number of DEO for which the contract will be awarded, should be at the disposal of Pay & Accounts Office on all working days at all the time.
   (ix) The contractor/supplier should submit a copy of PAN/TIN and Service Tax registration number along with their bids.
   (x) The contract will not sub-contract or transfer the contract to any other firm or another supplier/contractor.

3. **Period of Contract:** The contract would be for **one year** from the effective date of contract. Please note that Contract can be cancelled unilaterally by this office in case services are not received within the contracted period.
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/Supplier in the contract) as selected by this office. 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 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 services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-II.

4. **Penalty for use of Undue influence:** The contractor/supplier shall undertake 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 this office 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 Contractor/Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offers by the contractor 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 this office to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising from such cancellation. A decision of this office or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Contractor. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the contractor towards any officer/employee of this office or to any other person in a position to influence any officer/employee of this office for showing any favour in relation to this or any other contract shall render the contractor to such liability/penalty as this office may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by this office.

5. **Agents/Agency Commission:** The contractor/Supplier confirms and declares to this office that the contractor 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 contractor, 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 contractor agrees that if it is established at any time to the satisfaction of this office that the present declaration is in any way incorrect or if at a later stage it is discovered by this office that the contractor 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 contractor will be liable to refund that amount to this office. The contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. This office will also reserve right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Contractor who shall in such an event be liable to refund all payments made by this office in terms of the contract alongwith interest at the rate of 2% per annum above 18% penal rate.

6. **Access to Books of Accounts:** In case it is found to the satisfaction of this office that the contractor 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 Contractor, on a specific request of this office shall provide necessary information/inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents:** Except with the written consent of the this office, contractor shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. **Liquidated Damages:** In the event of the contractor's failure to submit the Bonds, Guarantees and Documents, supply the DEO & services as specified in this contract, this office may, at his discretion, withhold any payment until the completion of the contract. This office may also deduct from the contractor as agreed, liquidated damages to the sum of 5% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services for each day.

9. **Termination of Contract:** This office shall have the right to terminate the Contract in part or in full in any of the following cases:-

   (a) The delivery of the services is delayed for causes not attributed to Force Majeure for more than 15 days after the scheduled date of signing of contract.
   (b) The contractor is declared bankrupt or becomes insolvent.
   (c) The delivery of services is delayed due to causes of Force Majeure by more than 01 months provided a Force Majeure clause is included in contract.
   (d) This office has noticed that contractor has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
   (e) As per decision of the Arbitration Tribunal.
(f) As per Para (8) of Part-IV of RFP.

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 contractor 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 advance 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 Contractor shall indemnify this office 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 contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

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. **Duties & Taxes:**

   (a) Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the contractor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to this office by the contractor. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.

   (b) If it is desired by the Bidder to ask for Sales Tax/VAT/Service Tax to be paid as extra, the same must by specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax/VAT/Service Tax and no liability will be developed upon the This office.

   (c) On the Bids quoting Service tax extra, the rate and the nature of Service Tax applicable at the time of supply should be shown separately. Service Tax will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to Service tax and the same is payable as per the terms of the contract.

15. **Pre-Integrity Pact Clause:** An “Integrity Pact” would be signed between this office & contractor. This is a binding agreement between this office and contractor for specific contracts in which this office promises that it will not accept bribes during the procurement and services process and bidder promise
that they will not offer bribes. Under this Pact, the Bidders for specific services or contracts agree will this office to carry out the procurement and services in a specified manner. Elements of the Pact are as follows:

a. A pact (contract) between the Government of India (Principal Accounts Office, Ministry of Mines) (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 for 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 undertaking:

(i) Denial or loss of contracts;
(ii) Forfeiture of the EMD and performance guarantee;
(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 behaviors 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/Supplier in the contract) as selected by this office. Failure to do may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:**

   The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a Public Sector Bank or a Private Sector Bank authorized to conduct government business 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 completion of Contract period. The specimen of PBG is given in Annexure III.

2. **Payment Terms:** 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/GPG mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents by 7th of every month to the DEOs by the Firm:

   a. Monthly payment would be made to the firm on the basis of attendance sheet maintained by this office in respect of engaged Data Entry Operator depending upon their satisfactory performance of work.
   b. No advance payment would be made at any cost.
   c. Payment for inclusion/deletion of DEO during the contracted period will be calculated on pro-rata basis. Penalty/LD shall be deducted from the running payment.

3. **Paying Authority:** The payment would be made by the Pay and Accounts Officer, where DEOs will be deployed for work. The payment would be made on the basis of-

   (i) Ink signed copy of contractor's bill
   (ii) Ink signed copy of attendance sheet maintained by PAO/Contractor.
   (iii) Performance report submitted by supervising officer of DEO.
   (iv) Claim for statutory and other levies to be supported with requisite documents/proof of payment such a Service Tax, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc. as applicable.
   (v) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).
(vi) Any other document/certificate that may be provided for in the Supply Order/Contract.

(vii) User Acceptance.

4. **Fall Clause:** The following Fall clause will form part of the contract placed on successful Bidder:

(ix) The price charged for the services supplied under the contract by the contractor shall in no way exceed the lowest price at which the contractor provides the services of identical description to any persons/organization including this office or any department of the Central Government or any department of State Government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.

(x) If at any time, during the said period the contractor reduces the service price or offer to provide services to any person/organization including this office or any department of Central Government 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. Such reduction of services offer of the price shall stand correspondingly reduced.

(xi) The contractor shall furnish the following certificate to the Paying Authority along with each bill for payment for services made against the contract – “We certify that there has been no reduction in service price of the DEO supplied to the Government under the contract herein and such services have not been offered/sold by me/us to any person/organization including the this office or any department of Central Government or any department of a state Government or and Statutory Undertaking of the Central or state Government as the case may be up to the date of bill/the date of completion of services against all job orders/contract placed during the currency of the Contract at price lower than the price charged to the government under the contract.

6. **Risk & Expense clause:**

1. Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective services is made in respect of the services thereof, this office shall after granting the contractor seven 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.

2. Should the services thereof not perform in accordance with the specifications/parameters provided by this office during the check proof tests to be done by the this office, the this office 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.
3. In case of a contractual breach that was not remedied within 07 days, the this office shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services.

4. Any excess of the services price cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Contractor by This office.

7. **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 one months either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 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. **Misc. terms & conditions of the contract:**

   The contractor shall provide the services of required number of personnel as and when demanded by the Principal cum Pay & Accounts Office, Ministry of Mines, New Delhi. The personnel engaged for the services in this office shall be the employees of the contractor and will take their remuneration/wages from the contractor. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the this office, M/o Mines. The contractor shall make its own arrangement for commuting the personnel requisitioned to this office and back. The contractor will furnish to this office the full particulars of the personnel sponsored, including details like Name, Father’s Name, Age,
Photograph, Permanent Address etc. and they will also ensure the verification of the antecedents of such personnel from their Ex-employer/Police, and also ensure that they possess the requisite technical qualifications and experience for rendering the requisite services to this office. The contractor will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services of DEO. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the contractor and this office shall not be responsible for any such liability. The contractor shall undertake to indemnify this office for any liability under any law arising out of the engagement of the said DEOs. The contractor shall comply with all rules and regulations regarding safety and security of its employees and This office will in no way be responsible in any manner in case of any mishap to its DEO personnel. The personnel provided shall be under the direct control and supervision of the contractor. However, they shall comply with the oral and written instructions being given on day to day basis by the officer(s) authorized by this office from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by this office. The contractor shall make payment of remuneration/wages to its personnel at the approved contracted rate before 7th of every month. This office shall watch the attendance of the DEOs sponsored by the contractor and it shall maintain attendance register in respect of such personnel. This office shall deduct a proportionate amount for each day of absence of the contracted personnel while making payment to the contractor each month. The contractor shall be responsible for the discipline and conduct of the personnel sponsored by them and in case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the contractor shall provide replacement services of suitable personnel. During the subsistence of the contract, this office shall not undertake any monetary liability other than the amount payable to the contractor for the services of personnel provided by them. Other liabilities, if any, shall be solely rest on the contractor. Even if this office, M/o Mines has to bear such liabilities on unforeseen circumstances/occasions, this office, M/o Mines will recover such amount from the contractor by adjusting the amount payable to them. In case the employees of the contractor do not attend the work at any time for whatever reason, the contractor shall make alternate arrangements at no extra cost to this office, so that the daily work of this office does not suffer. This office shall also be free to make alternate arrangements and the cost of which shall be recovered from the contractor. Any loss, theft or damage to the life and/or property of the employees of this office and/or property of this office shall be compensated by the contractor, if the cause of such loss, theft or damage is on account of default, negligence and/or lapse of the employees of the contractor. The contractor shall be responsible for providing amenities as required to be provided under the provisions of Contract Labour (Regulation and Abolition) Act, 1970. In case of failure of contractor in providing such amenities, this office shall be free to provide the same and this office shall have right to recover all expenses incurred in providing such amenities from the contractor by deduction from any amount payable to the contractor. The contractor shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the N.C.T. of Delhi with regard to performance of the work included herein or touching upon
this contract including but not limited to Minimum Wages Act, 1948, Delhi Shops and Establishment Act. 1954, ESI Act, 1948, Provident Funds and MP Act, 1952. Workmen’s Compensations Act, and take such steps as may be deemed necessary in this regard from time to time. It will be the sole liability of the contractor to pay the wages, provident fund, ESI, to its employees as applicable under the relevant rules. The contractor has to give an undertaking in this regard that he is following all the labour laws including the payment of minimum wages, etc. The contractor is liable to furnish all the relevant records for the information of employees. TDS on account of Income Tax/WCT in accordance with DVAT as applicable will be deducted from the monthly payments of the contractor. If the contractor fails to provide satisfactory performance, this office shall be at liberty to terminate the contract and withhold EMD and PG from the balance payment of the contractor, etc. This office reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract. The contractor shall be responsible for payment of Provident Fund and other payments due to its employees deployed at this offices. The contractor shall supply a copy of confirmation from its employees regarding acceptance of employment at agreed wages in advance.
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. In respect of Two Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation. **This is not applicable in this case being Single Bid System.**

   c. The lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:
      (i) All taxes and duties quoted by the Bidders will be considered. The ultimate cost to this office would be the deciding factor for ranking of Bids.

   d. The Bidders are required to spell out the rates of Service Tax in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes in force for the purpose of comparison of prices. If reimbursement of Service 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 no claim on account of such duties will be entertained after the opening of tenders.** If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final. He should clearly indicate the rate of such duty and quantum of service tax included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Service Tax up to any value of services from them, they should clearly state that no service 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 service tax it should be brought out clearly. Stipulation like, service tax is 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 service 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 service tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

   e. 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.

f. The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations as decided by the this office. This office also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full number of DEOs in stipulated time at L-I rate.

g. Any other criteria as applicable to suit a particular case.

2. **Price Bid Format:** The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

   a. **Basic cost of the One DEO**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Price</th>
<th>Number</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Data Entry Operator</td>
<td>-----</td>
<td>05</td>
<td>---</td>
</tr>
</tbody>
</table>

   b. Is Service Tax extra?
   c. If yes, then mention the following:

   (i) Total value of Services on which Service Tax is leviable:
   (ii) Rate of Service Tax leviable:
   (iii) Total value of Service Tax leviable:

d. Any other Taxes/Duties/Overheads/Other costs:

e. Grand Total including charge of one DEO *plus* Service Tax, if any.

f. Grand Total including charge for 05 DEOs *plus* Service Tax, if any on monthly basis.
Annexure-I

EMD Bank Guarantee format

Whereas………………………………………………………..(hereinafter called the “Bidder”) has submitted their offer dated…………………..for the services and supply of …………………………………………………….(hereinafter called the “Bid”) against Customer request for proposal No…………………………….

KNOW ALL MEN by these presents that WE…………………………………… of …………………………………………………..having our registered office at …………………………………………………………………………………. Are bound unto…………………………..(hereinafter called “Customer”) in the sum of …………………………………………………………for which payment will and truly to be made to the said Customer, 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 obligation are:

(a) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
(b) If the Bidder having been notified of the acceptance of his tender by the Customer 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 Customer up to the above amount upon receipt of its first written demand, without the Customer office having to substantiate its demand, provided that in its demand this office 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 30 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)
Annexure-II

Format of Arbitration Clause –Indigenous Private bidders

(i) All disputes of differences arising out of or in connection with the present contract including the one connected with the validity of the present contract or any part thereof should be settled by bilateral discussions.

(ii) Any dispute, disagreement or question arising out of or relating to this contract or relating to construction or performance (except as to any matter the decision or determination whereof is provided for by these conditions), which cannot be settled amicably, shall within sixty (60) days or such longer period as may be mutually agreed upon, from the date on which either party informs the other in writing by a notice that such dispute, disagreement or question exists, will be referred to a sole Arbitrator.

(iii) Within (60) days of the receipt of the said notice, an arbitrator shall be nominated in writing by the authority agreed upon by the parties.

(iv) The sole Arbitrator shall have its seal in New Delhi or such other place in India as may be mutually agreed to between the parties.

(v) The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation Act, 1996 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only.

(vi) Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator.

(vii) The parties shall continue to perform their respective obligations under this contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

(Note: In the event of the parties deciding to refer the dispute/s for adjudication to an Arbitral Tribunal then one arbitrator each will be appointed by each party and the case will be referred to the Indian Council of Arbitration (ICADR) for nomination of the third arbitrator. The fees of the arbitrator appointed by the parties shall be borne by each party and the fees of the third arbitrator, if appointed, shall be equally shared by the This office and Contractor.)
Annexure-III

Performance Bank Guarantee Format

From:
Bank____________________

To
Chief Controller of Accounts
Ministry of Mines
Government of India
New Delhi.

Dear Sir,

Whereas you have entered into a contract No. ……………………
Dt………………(hereinafter referred to as the said Contract with
M/s…………………………………………….., hereinafter referred to as the
“Contractor/Supplier” for supply of services as per Part-II of the said contract to
the said contractor and whereas the contractor/supplier has undertaken to
produce a bank guarantee for 10% of total Contract value amounting to……………………..to secure its obligations to the President of India. We
the…………………………………bank hereby expressly, irrevocably and
unreservedly undertake and guarantee as principal obligors on behalf of the
contractor/supplier that, in the even that the President of India declares to us that
the goods have not been supplied according to the Contractual obligations under
the aforementioned contract, we will pay you, on demand and without demur, all
the any sum up to a maximum of …………………Rupees…………………………only. Your written demand shall be conclusive
evidence to us that such repayment is due under the terms of the said contract.
We undertake to effect payment upon receipt of such written demand.

(c) We shall not be discharged or released from this undertaking
and guarantee by any arrangements, variations made between you and the
Contractor/supplier indulgence to the Contractor/Supplier by you, or by any
alterations in the obligations of the Contractor/Supplier or by any forbearance
whether as to payment, time performance or otherwise.

(d) In no case shall the amount of this guarantee be increased.

(e) This guarantee shall remain valid for 14 months from the
effective date of contract according to the contractual obligations under the said
contract.

(f) Unless a demand or claim under this guarantee is made on us in
writing or on before the aforesaid expiry date as provided in the above referred
contract or unless this guarantee is extended by us, all your rights under this
guarantee shall be forfeited and we shall be discharged from the liabilities
hereunder.
(g) This guarantee shall be a continuing guarantee and shall not be discharged by a change in the constitution of the bank or in the constitution of M/s..........................................................